


**WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION**
COMMUNITY APPLICATION
TO BE COMPLETED BY WISCONSIN ECONOMIC DEVELOPMENT CORPORATION:

Project Lead:	Date Submitted:
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TYPE OF ASSISTANCE:
☒ Grant ☐ Technical

Request: \$150000	Match: \$75000	Total Project Cost: \$225000
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SECTION I-APPLICANT INFORMATION

Legal Entity: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/> County <input type="checkbox"/> Tribal Entity <input type="checkbox"/> Nonprofit (Attach copies of IRS documents showing acceptance of Federal Tax Exempt Status) <input checked="" type="checkbox"/> Other Governmental Unit	
Legal Name: Redevelopment Authority of the City of Stoughton	
Trade Name: Stoughton RDA	
Mailing Address: 381 East Main Street	
City, State, Zip: Stoughton, WI 53589	
FEIN: 39-6005622 <small>(Federal Employee Identification Number – Tax ID or Social Security Number)</small>	NAICS:
Fiscal Year End Date: 12/31/2016	Check box if W-9 is attached to the application <input type="checkbox"/>
Website URL: http://www.ci.stoughton.wi.us/	Phone: (608) 873-6677
Chief Elected Official: Donna Olson	Title: Mayor
Phone: (608) 873-6677	Email: dolson@ci.stoughton.wi.us
LOCAL GOVERNMENT CONTACT	
Name: Laurie Sullivan	Title: Finance and Economic Development Director
Email: lsullivan@ci.stoughton.wi.us	Phone: (608) 873-6677
Mailing Address: 381 East Main Street	
City, State, Zip: Stoughton, WI 53589	
NON-GOVERNMENT CONTACT	
Name: Gary Becker	Title: Planning Consultant
Email: gary.becker.madison@gmail.com	Phone: 608.444.0836
Mailing Address: 5813 Piping Rock Rd.	
City, State, Zip: Madison, WI 53711	

SECTION II-INFORMATION ON LEGAL PROCEEDINGS

Has the applicant been involved in a lawsuit in the last 5 years?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has the applicant been involved in a bankruptcy or insolvency proceeding in the last 10 years, or are any such proceedings pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the applicant been charged with a crime, ordered to pay or otherwise comply with civil penalties imposed, or been the subject of a criminal or civil investigation in the last 5 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the applicant have any outstanding tax liens?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please attach a detailed explanation of any YES responses.	

SECTION III-STATE REQUESTS FOR BID OR PROPOSAL

<p>Are you aware of any State of Wisconsin request(s) for bid or request(s) for proposal to which the applicant intends to respond, or to which the applicant has recently responded?</p> <p>If yes, please provide the following:</p> <ul style="list-style-type: none">a. Identify the bid or request for proposal (e.g., bid number, or general description or title).b. Identify the state agency or public entity to which you are submitting the bid or proposal.c. Explain the status of the bid or proposal (e.g., recently submitted; considering submission; in current negotiations). <p>Please note that if you answer “yes” WEDC may not be able to discuss potential financial assistance until the request for bid or request for proposal process has been completed.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION

CERTIFICATION STATEMENT

THE APPLICANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE:

1. The information submitted to the Wisconsin Economic Development Corporation (WEDC) in this application, and subsequently in connection with this application, is true and correct.
2. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.
3. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.
4. WEDC is authorized to obtain background checks including a credit check on the applicant and any individual(s) with 20% or more ownership interest in the applicant company.
5. The applicant has disclosed, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

THE APPLICANT UNDERSTANDS:

1. This application and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §19.31 et seq. The applicant may mark documents "confidential" if the documents contain sensitive information.
2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program; and the applicant or its representative may be subject to civil and/or criminal prosecution.

☒ Yes ☐ No I certify that incentive assistance is needed to ensure this project will happen in Wisconsin. Please provide details below: This is a complex and expensive redevelopment project for the City of Stoughton. The City requires Federal, State, and County assistance in order to bring this contaminated industrial property back to productive use. The City does not have the financial resources to undertake the redevelopment of this site on its own.

Signature:


(Authorized Representative)

Date: 8/10/16

Printed Name: Laurie Sullivan

Title: Finance and Economic Development Director


**WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION**
SITE ASSESSMENT
SECTION A-INITIAL ELIGIBILITY

1. The property is a former industrial or commercial facility that is contaminated or is perceived to be contaminated.	<input checked="" type="checkbox"/> True <input type="checkbox"/> False
2. The applicant is NOT a party that likely contributed to any contamination that may exist at the project site.	<input checked="" type="checkbox"/> True <input type="checkbox"/> False
3. The party that likely caused environmental contamination on the subject property is unknown, cannot be located or is financially unable to pay for the cost of the cleanup. Please include: <ul style="list-style-type: none"> a. A list of previous site owners/occupants from a Phase I Assessment or a title search b. A statement declaring that a search was conducted to determine if the parties that caused contamination are unknown, can't be located or are financially unable to pay c. Bankruptcy statements, Department of Financial Institutions dissolutions, or other supportive documents that show a causer is no longer in existence d. Financial statements that demonstrate the causer cannot financially pay for cleanup 	<input checked="" type="checkbox"/> True <input type="checkbox"/> False
4. Any person(s) who likely possessed or controlled the environmental contaminant(s) before the contaminant was released are unknown, cannot be located or are financially unable to pay.	<input checked="" type="checkbox"/> True <input type="checkbox"/> False

Contact a Regional Economic Development Director for eligibility information if any answers are "FALSE"

SECTION B-SITE DETAILS

Location: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village: Stoughton	County: Dane
Street Address: 433 E. South Street, Stoughton WI 53589	Project NAICS: 3219
Site Size (Acres): 5.92	Current Zoning: Residential (previously Ind.)
Proposed Zoning: Mixed-Use/Planned Development	Current Assessed Value: \$1,099,600
Projected Assessed Value: \$18,000,000	Current Owner of Property: Holley Moulding
Start Date: 11/1/2016	End Date: 6/30/2017
Project Description: Explain any other factors that should be considered in evaluating this project (e.g., impact on Wisconsin suppliers, national/international sales, and other prospects for future expansions, etc.) A contaminated six-acre former industrial site along the Yahara River in downtown Stoughton is about to be acquired out of receivership by the City of Stoughton and its Redevelopment Authority (RDA). The closing will occur upon satisfying the environmental contingency, which the City (buyer) must fund due to insolvency of the owner. The City has been awarded a DNR WAM grant to conduct a Ph II assessment. The RDA is requesting assistance from WEDC to complete any assessment work not covered by WAM and to demolish structures on the site if needed to conduct a thorough assessment of the property. The RDA will be soliciting a master developer for the property. Planning studies indicate that up to \$18 million or more in property value can be supported by the site given its central location and frontage on the Yahara River. However, Stoughton must support the early costs of transitioning the site from what it is to what it will be. This high initial cost is a burden for the City of Stoughton and sharing the costs with other governmental partners will increase the chance of a successful redevelopment.	
Is the project located in a TID? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, creation date: 2009
Is the project located in a disaster area, as declared by state or federal authorities? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, was the declaration within 24 months prior to submitting an application? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, date of declaration:	
Does the applicant or end user currently own the property on which work is to occur? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, how do you have or expect to obtain ownership or access to the property? Purchase Agreement	
<input type="checkbox"/> Condemnation	Timeframe:
<input type="checkbox"/> Tax Delinquency	Timeframe:

<input checked="" type="checkbox"/> Purchase (attach purchase agreement or option)	Timeframe: 1/31/2017	
<input type="checkbox"/> Development Agreement	Timeframe:	
<input type="checkbox"/> Other:	Timeframe:	
If applicant will not own the property, what entity will/does?		
Current Site Ownership: Holley Moulding	Phone:	Email:
Final Site Ownership: City of Stoughton, then one or more end users	Phone: (608)873-6677	Email: lsullivan@ci.stoughton.wi.us
Will the current owner, or applicant expecting to obtain ownership, remain the legal owner of the project site for 5 years following receipt of the award? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

SECTION C-REGULATORY INFORMATION (if applicable)	
DNR Project Manager Name and Mailing Address: Jeff Ackerman 101 S. Webster St Madison, WI 53703	
Phone: 608.275.2233	E-mail: jeff.ackerman@wisconsin.gov
Indicate the various case numbers or BRRS numbers that have been assigned to the project site: 1. 02-13-258425_ 2. 07-13-563581 3. 09-13-291896	

SECTION D-REDEVELOPMENT NARRATIVES		
Please provide detailed descriptions regarding the following aspects of your project:	Included ✓	Attachment #
1. Site Eligibility: Grant funds are unable to be used on sites in which the likely causer of contamination is known, can be located and is able to pay for the environmental costs. Describe the past and current site ownership and uses, and why it is believed the causer of potential environmental contamination is unknown, cannot be located or is financially unable to pay for potential environmental costs.	<input checked="" type="checkbox"/>	A
2. Site Conditions: Describe the current condition of the project site, the improvements on the site (e.g., acres, building size, condition of the buildings, etc.), known environmental information and specific health and safety concerns associated with the property.	<input checked="" type="checkbox"/>	A
3. Project Implementation: Describe the project, including activities planned and a project schedule.	<input checked="" type="checkbox"/>	A
4. Economic Development Potential: Describe the importance of the site to the community, the potential for economic redevelopment to occur, and the significance of the site as it relates to previous community planning efforts. If an end user or developer of the site has been identified, provide details on individuals or businesses involved, the redevelopment plan for the site, and a time schedule for implementation of the redevelopment plan.	<input checked="" type="checkbox"/>	A
5. Project Financing: Describe the various methods that will be used to fund the project, including the progress of establishing or receiving funds.	<input checked="" type="checkbox"/>	A

SECTION E-STATE REIMBURSABLE COSTS	
1. Is the site contaminated by petroleum, dry-cleaning solvents or agricultural products?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
a. If yes, are the environmental costs eligible for reimbursement by the Petroleum Environmental Cleanup Fund (PECFA), the Dry Cleaner Environmental Response Fund (DERF), or the Agricultural Chemical Cleanup Program (ACCP)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION F-REQUIRED SUPPORTING DOCUMENTATION

	Included ✓	Attachment #
1. A map indicating the project location within its municipal jurisdiction	<input checked="" type="checkbox"/>	A
2. Photographs of the site and surrounding area	<input checked="" type="checkbox"/>	A
3. Budget documentation including an itemized cost estimate of activities planned	<input checked="" type="checkbox"/>	A
4. Executive summary for Phase 1 and Phase 2 environmental studies (if available)	<input checked="" type="checkbox"/>	A
5. DNR correspondence	<input checked="" type="checkbox"/>	A


**WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION**
SITE ASSESSMENT GRANT PROJECT BUDGET

PROJECT ACTIVITIES*	WEDC GRANT	SOURCE OF MATCHING FUNDS (Applicant, Public Funds, etc.)				TOTAL
		SOURCE #1 NAME: Applicant	SOURCE #2 NAME: Public Funds - WAM	SOURCE #3 NAME: Click here to enter text.	SOURCE #4 NAME: Dane County - BUILD	
Environmental Assessments	\$	\$	\$30000	\$	\$	\$30000
Site Investigation	\$10000	\$	\$	\$	\$	\$10000
Asbestos Removal/ Abatement	\$40000	\$	\$	\$	\$	\$40000
Demolition	\$100000	\$45000	\$	\$	\$	\$145000
Storage Tank Removal	\$	\$	\$	\$	\$	\$
Other (explain):	\$	\$	\$	\$	\$	\$
SUBTOTAL	\$150000	\$45000	\$30000	\$	\$	\$225000
OTHER ACTIVITIES**						
Property Acquisition	\$	\$750000	\$	\$	\$	\$750000
Grant Administration/ Project Overhead	\$	\$6000	\$	\$	\$	\$6000
State Reimbursable Environmental Costs (e.g., PECFA, DERF, ACCP)	\$	\$	\$	\$	\$	\$
Other (explain): Site Master Plan	\$	\$15000	\$	\$Click here to enter amount.	\$15000	\$30000
Other (explain): ALTA Survey & Topo	\$	\$21000	\$	\$	\$	\$21000
TOTAL USE OF FUNDS	\$150000	\$837000	\$30000	\$	\$15000	\$1032000

* Project Activities are those activities reimbursable through the Site Assessment Grant.

** Other Activities are those activities that demonstrate the financial investment necessary for site activities to occur, but are not reimbursable through the Site Assessment Grant.

Ineligible costs for reimbursement, includes, but may not be limited to the following:

-Grant application/bid preparation costs -Costs covered by other grants or programs -Insurance premiums -In-Kind contributions -Relocation fees -Acquisition costs -Zoning changing costs -Signage -Advertising -New construction costs -Cost covered by other grants or programs -Lien claims of the DNR & EPA -DNR fees -Marketing studies -WEDC compliance reporting, including performance and SOE reporting and draw requests -Project administration fees -Financing fees, Interest payments, or the assumption of debt -Accounting, legal, appraisals, and architectural fees -Permits -Performance and payment bonds -Contingencies -Supplies and the purchase of movable equipment -Developer fees -Environmental costs where the viable causer is the current property owner -Non-environmental post-construction clean-up costs -Parking lot paving for non-environmental reasons, and striping -Decorative landscaping and fencing -Environmental costs where a viable causer exists

Attachment A

City of Stoughton Redevelopment Authority

Site Assessment Grant Application

Project Narrative

The City of Stoughton intends to partner with developers to redevelop some or all of approximately 16 acres of current and future City-owned and privately-owned property (the "Riverfront Redevelopment Area") along the Yahara River in Stoughton, Wisconsin. The Site Assessment Grant subject site is the former MillFab property which comprises nearly six acres of the Riverfront Redevelopment Area.

1. Site Eligibility

Based on research completed for the Phase I Environmental Site Assessment (funded in part by a CDI grant from WEDC), the assessed property was used for industrial purposes for many years since the 1800s. Uses have included hog pens, wagon manufacturing, paint shops, blacksmith shops, a foundry, and wood mills. Additional information on the site history is included in the table below. The assessed property was most currently used as a wood products plant, but is currently vacant.

Table 1 – Site Ownership & Occupant Information				
From	To	Owner	Occupant	Primary Land Use
1962	Current	Holley Moulding, Inc.	Millfab, Inc.	Industrial – Wood Mouldings
Unknown	1962	Seacraft	Seacraft	Industrial – Wood Mouldings
Unknown	Unknown		Stoughton Cab & Body Co., Garden City Foundry Co., Badger Wheeler, Stoughton Manufacturing Company, Stoughton Highway Trailer Co.	Industrial
~1921	~1949	Stoughton Woodwork Company	Stoughton Woodwork Company	Industrial – Mill Work
~1906	~1921	Moline Plow	Moline Plow	Industrial – Wagons & Plows
~1904	~1906	C. Mandt Vehicle Company	C. Mandt Vehicle Company, Foundry, Coal House	Industrial – Wagon Manufacture & Coal Storage
~1892	~1904	C. Mandt Vehicle Company	C. Mandt Vehicle Company, Coal House	Industrial – Wagon Manufacture & Coal Storage
~1887	~1892	Unknown	Coal House	Industrial
~1884	~1887	Unknown	Coal House, Grain Cribs	Industrial
Prior to 1884	~1884	Unknown	Hog Pens, Grain Cribs	Agriculture-Commercial

Attachment A

The current owner of the subject site (since 1962), Holley Mouldings, Inc., is in receivership (Dane County, WI Case No. 14-CV-0559) and is therefore unable to pay for potential environmental costs. The appointed receiver of this site is John Stark, Water Tower Capital, 218 N Jefferson St # 100, Chicago, IL 60661, (312) 373-8000, john@watertowercapital.com.

Aside from the known spill caused by Holley Moulding and successfully remediated, information we have developed to date through the Phase 1 assessment and testing of random soil samples indicate most of the contamination likely occurred earlier in the century when there was a foundry associated with the Mandt Wagon Works that apparently disposed their casting sand on site and a coal gasification plant on the adjacent Public Works Garage site that may have also contaminated the MillFab site. Therefore, in addition to the fact that Holley Moulding is unable to pay for clean-up due to the dissolution of the company, we believe those owners who caused the contamination are no longer in existence.

2. Site Conditions

The project site consists of six parcels totaling 5.92 acres. The site has been improved with several 1-story commercial buildings which were most recently used in a wood molding manufacturing process. There is an original masonry building (Building 1) that was built in 1908, with steel additions in 1947 used as the finishing shop and office space now encompassing 44,350 square feet. Building 1 had two pole sheds totaling 8,979 square feet added to its western end in 1980 and 1981 for lumber storage. An additional 4,800 square foot pole shed built in 1980 is located on the east end of the building as well. The pole sheds are uninsulated and unheated, with gravel floors. The 18,920 square foot building located on the east side of the property, that began the manufacturing process for the company, (Building 2) is a steel building with 1,000 square feet of office space and 14' ceiling heights built in 1974. The final heated and insulated building (Building 3), located at the northwest portion of the site, was built in 1998 and is a pre-engineered steel warehouse building containing 12,800 square feet and 19' ceiling heights.

Based on historical industrial uses of the site, the following **recognized environmental conditions** are reported:

- Potential for traces of casting sand, slag and coke or waste paints, solvents and metal pigments.
- The original transformers for Buildings 1 & 2 could have contained oil with concentrations of PCBs above the current 50 ppm maximum.
- The presence of leaking hydraulic equipment in Building 2.
- Possible gas production byproduct waste disposed of on the subject property.

Additionally, the following **historical recognized environmental condition** was reported:

- Soil contaminated with volatile organic compounds (VOCs) and polynuclear aromatic hydrocarbons (PAH) was discovered on the subject property during excavation for construction of a storage silo. This spill has been remediated and the case has been closed.

Attachment A

3. Project Implementation

Due to its relatively large size and many potential uses, we anticipate redevelopment of the area will occur in multiple phases. The immediate activity is related to readying the site for specific projects. To achieve this, the City of Stoughton will use DNR's Wisconsin Assessment Monies (WAM) to fund a Phase II site assessment. It is unclear that all the assessment work needed to prepare a remedial action plan can be funded by WAM, as the program has a \$30,000 cap. Site Assessment Grant (SAG) funds are likely to be needed to complete site investigation and prepare a remedial action plan. It is possible that one or more structures will need to be demolished in order to complete the site assessment.

We expect the WAM assessment to begin upon approval of a SAG award around November 1, 2016. Upon completion of the site assessment and assuming an outcome acceptable to the City of Stoughton, the City will complete its purchase of the property around January or February of 2017 and begin working with a developer to prepare a master plan for the area. We hope to have an approved master plan by April 2017 and an approved implementation plan by June 2017 with the start of construction perhaps in July or August 2017.

4. Economic Development Potential

The Riverfront Redevelopment Area is a key component of the city's Rail Corridor Neighborhood Plan (2009), a vision and plan to revitalize the corridor and enhance the economic vibrancy of downtown Stoughton. A revitalized downtown and riverfront was reaffirmed by the citizens of Stoughton when 78% of voters agreed with a 2015 ballot statement regarding the City focusing resources on this area. This site is very important to the economic future of the community.

The site has good redevelopment potential, located in the strong Dane County economy, along the Yahara River, just 2 blocks off the downtown, adjacent to Mandt Park, and within blocks of several of the city's largest employers (Stoughton Trailers, Uniroyal, and Stoughton Packaging Corp). The Neighborhood Plan calls for a public trail along the river connected to a regional bicycle trail network, a pedestrian bridge connecting the site to Mandt Park, public green space and sustainable development practices. The location and planned site amenities should make this site highly attractive to development.

The current assessed value of the subject property, including improvements, is \$1,125,100. A recent appraisal of the property by the owner prior to closing operations places its market value at \$1,460,000. The City, Receiver and Dane County Circuit Court have approved a purchase price of about half - \$750,000 (see purchase agreement). Once redeveloped, we expect market value of the area to be approximately \$18,000,000. Additionally, the intended redevelopment of the City Public Works Garage into commercial (retail/office) use will add more value that was not previously considered in the neighborhood plan, in addition to maintaining the area as a place of employment.

The City's RDA intends to issue a request for developer interest in September. Once interested developers have been identified, a public process to prepare a master

Attachment A

development plan for the site will be undertaken. We expect development could occur as early as the Summer of 2017.

5. Project Financing

Sources and uses of funds for site investigation activities on the MillFab property are as follows:

Sources		Uses	
Site Assessment Grant (SAG)	\$150,000	Building Demolition	\$145,000
Wisconsin Assessment Monies (WAM)	\$30,000	Environmental Assessment	\$30,000
City of Stoughton matching funds	\$45,000	Site Investigation	\$10,000
		Asbestos Abatement	\$40,000
Total Sources	\$225,000	Total Uses	\$225,000

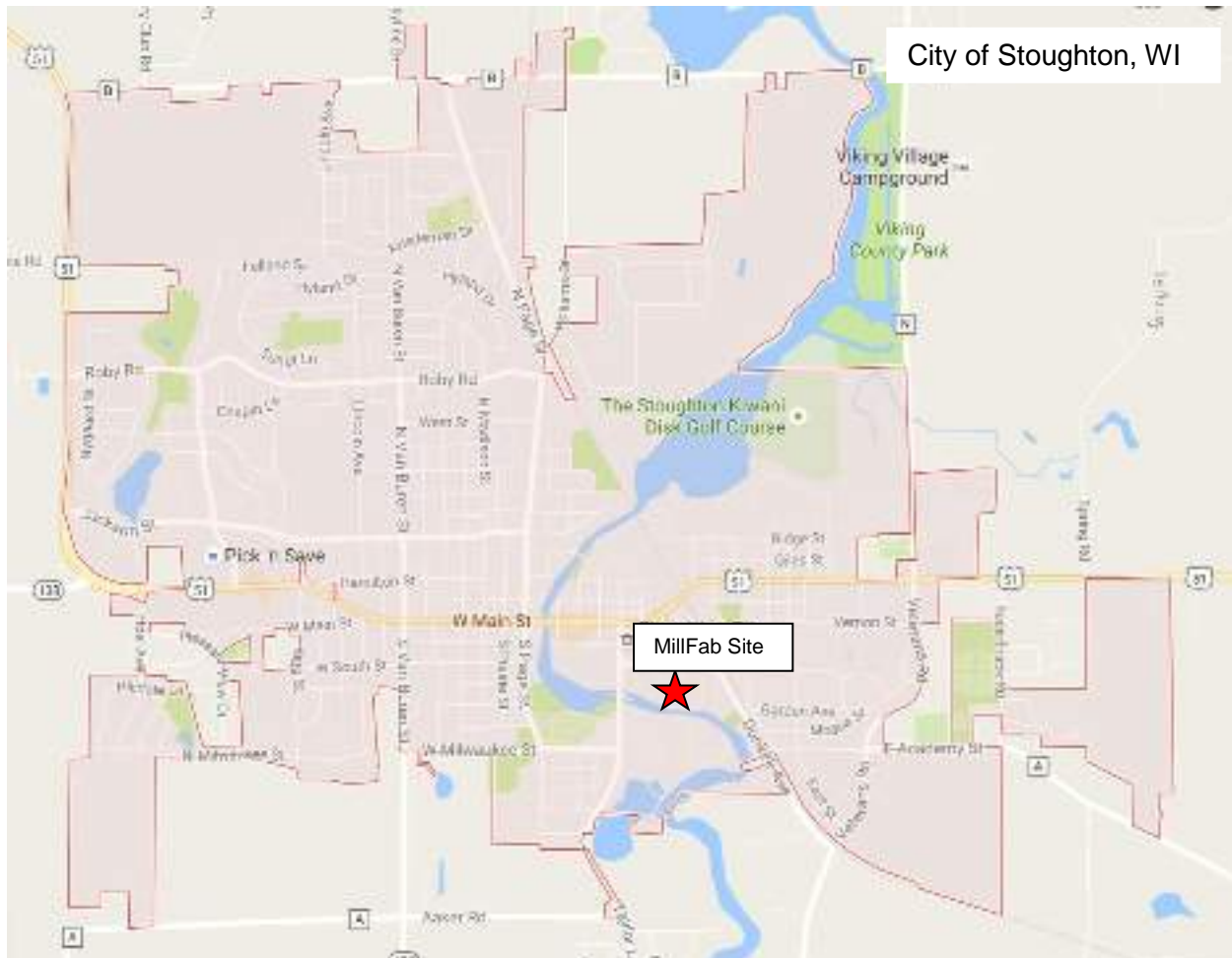
The Stoughton Redevelopment Authority has secured a commitment from the DNR for Wisconsin Assessment Monies to conduct a phase II environmental assessment. Additionally, a Community Development Investment (CDI) Grant was secured in 2014 to complete preliminary site investigations including a Phase 1 assessment, random soil borings, title research and a market analysis. The RDA has applied for a Dane County BUILD Grant to provide funds for a master planning charrette involving both the community and the developer(s). The outcome of that grant should be known around October 1st of this year.

Additional funding sources will be needed to complete remediation, demolition and site preparation work. Funding for these activities is anticipated from the Brownfield Redevelopment Program and/or the Ready for Reuse Program, as well as WEDC's CDI program, once developers have been secured. The Neighborhood Plan calls for the use of energy-efficiency and renewable energy sources if possible. The RDA has discussed Property-Assessed Clean Energy (PACE) as a possible funding source for such measures. Stoughton has a municipally-owned utility associated with WPPI. WPPI has technical resources to assist with this component of the plan. Energy sources will be discussed with the developer when selected.

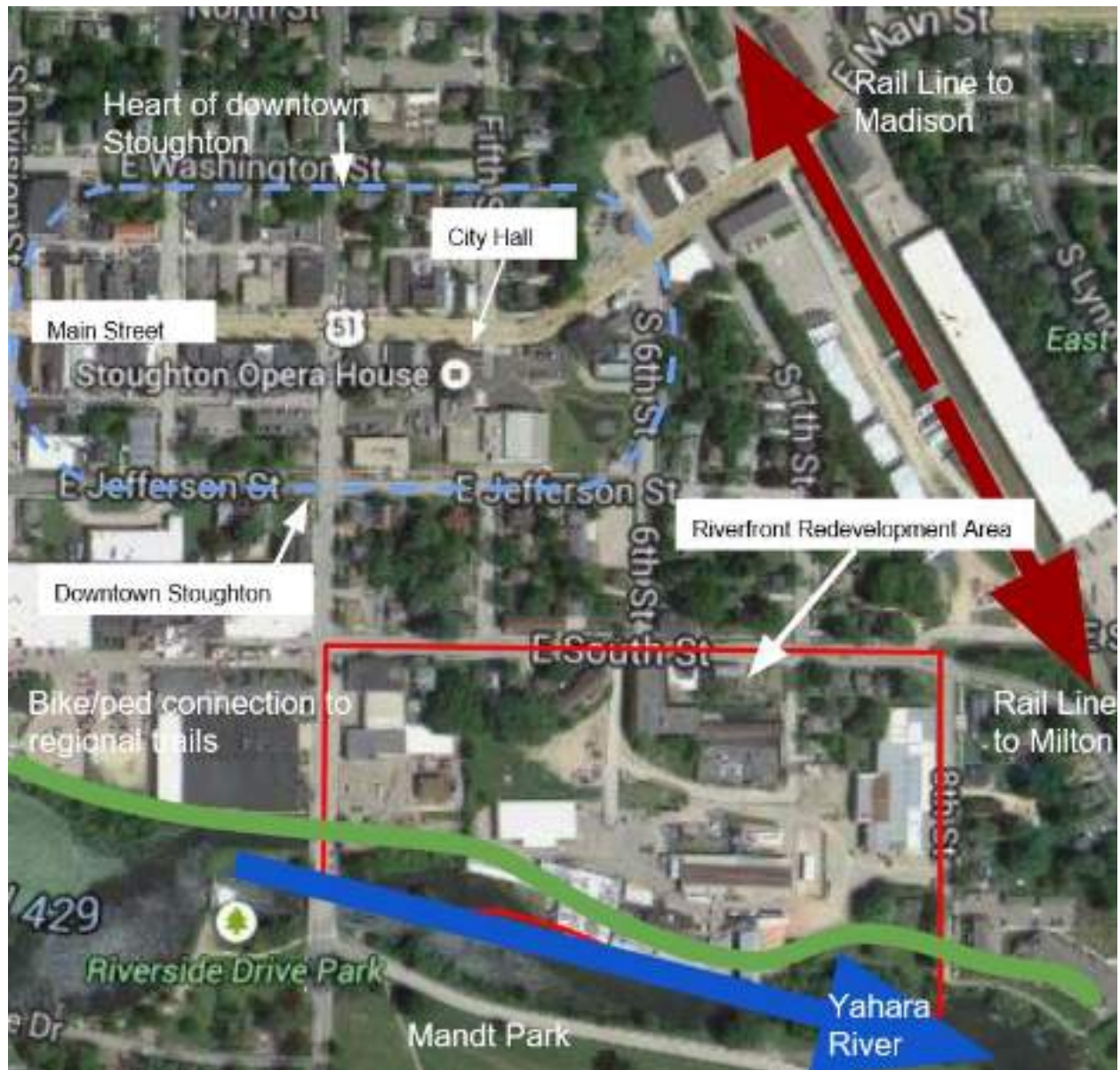
The site is located in Tax Increment Finance District #4, created in 2009. The site is also included in the RDA's Redevelopment Area #1. The site was found to be blighted by the Stoughton City Council in 2009.

Attachment A

6. Project Location



Attachment A



Attachment A

Stoughton Riverfront Redevelopment Site
SW 1/4 of the NE 1/4 of Sec 08, T05N, R11E



7. Photographs of Site

Riverfront Redevelopment Area Photographs



MillFab site
(from Yahara River)



MillFab site
(from 8th Street)

Attachment A



MillFab site
(from Yahara River)



MillFab site
(from Yahara River)



MillFab site
(from South Street)



Power House site
(from 4th St bridge)

Attachment A



Highway Trailer building
(from E. South St)



Highway Trailer building
(from E. South St)



Stoughton Trailer site
(cnr 8th St & Dunkirk St)



Stoughton Trailer site
(from 8th St)



Public Works building
(cnr E. South St and 4th St)



Residential parcels
(from E. South St)

Attachment A

8. Budget Documentation

a. Phase I Refresh and Phase II Assessment

- i. \$30,000 is a reasonable estimate provided by DNR staff through the Wisconsin Assessment Monies Program.

b. Additional Site Investigation

- i. \$10,000 is an estimate to account for any additional site investigation that may be needed above and beyond the WAM program's \$30,000 cap.

c. Demolition

- i. Estimate derived from <http://www.buildingjournal.com/commercial-construction-estimating-demolition.html> using the following parameters:

1. Type of Building: Factory – 1 story
2. Project Location Pricing: Wisconsin-Madison
3. Type of Work: Demolition
4. Cost Index: High
5. Square Feet: Enter each building – 45,000, 20,000, 13,000, 7,000, 2,000, 4,800
6. Overhead: 10%
7. Profit: 5%
8. Bonding: 1%
9. Running each building through the calculator yields a total cost estimate of \$121,900.
10. Adding a 20% contingency to the calculator estimate yields an estimate for project planning purposes of \$146,280. Rounded down to \$145,000 for budget.

d. Asbestos

- i. Not knowing whether there is asbestos, we have included a \$40,000 budget item for asbestos removal in the event it is present.

9. Phase I Executive Summary

See following pages.

1.0 SUMMARY

1.1 Assessed Property Description

Vierbicher Associates, Inc. (Vierbicher) completed this Phase I Environmental Site Assessment (ESA) of 6 parcels located at 433 South Street, Stoughton, WI. The parcels were owned by Holley Moulding Inc. (currently in receivership) and was used as a wood products plant known as Millfab. These parcels total approximately 6.3 acres and are further referred to as the *assessed property*. The assessment was completed upon the request of Ms. Laurie Sullivan of the Stoughton Redevelopment Authority, who is interested in purchasing and redeveloping the *assessed property*.

1.2 Site Assessment Process

The assessment consisted of a review of regulatory databases, a visual site inspection, conversations with persons who are knowledgeable about uses of the property, and preparation of this assessment report, according to ASTM (American Society for Testing and Materials) Standard Practice E1527-13: Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process.

1.3 Findings

We have performed a Phase I ESA in conformance with the scope and limitations of ASTM Standard Practice E 1527-13 of the property located at 433 South Street, Stoughton, WI, the *assessed property*. Any exceptions to, deviations from, or deletions from this practice are described in Section 2.4 of this report.

Hazardous Substances and Petroleum Products: There were several containers of paint, stains, lubricants, and cleaning solvents, as well as five gallon containers of lubricants and motor oil, observed in the parts storage/shop of Plant #1 (See Photograph 26). The five gallon containers and several 55 gallon drums were on top of a plastic containment basin.

Electronics Waste: Several computer CPUs and monitors were found at the west end of Plant #3 (See Photograph 8).

This assessment revealed no evidence of ***recognized environmental conditions*** in connection with the *assessed property* except for the following:

1. Historical Industrial Uses: The assessed property has been used for various industrial activities throughout its history. These uses have included manufacturing, paint shops, blacksmith shops, foundries, and wood milling. These types of industrial uses generate several waste streams that were frequently disposed of on site. In particular, foundries typically generated casting sand, slag and coke. Painting shops typically generated waste paints, solvents and metal pigments. Therefore, these historic uses are considered a ***recognized environmental condition*** for the *assessed property*.
2. Manufactured Gas Plant: The "Stoughton Light and Fuel Oil Company" is listed in the EDR Manufactured Gas Plant Database as being within one mile of the assessed property. Sanborn Maps from 1912 to 1949 show the "Stoughton Light and Fuel Oil Company" occupying 515 S Fourth Street which is adjoining to the west of the *assessed property*. The maps indicated that the plant included coal and coke storage rooms, a 15,000 cubic feet gasometer, and crude oil storage tanks. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants produced a significant amount of waste. Many of the

byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination¹. It is possible that some of the waste was disposed of on the *assessed property*. Therefore, this historic use of the adjoining property is considered a **recognized environmental condition** for the *assessed property*.

3. Leaking Hydraulic Equipment: There was a piece of hydraulic equipment in Plant #2 (See Photograph 57) that appeared to be leaking hydraulic oil. Fluid was observed on the floor around the equipment. There were no floor drains or cracks in the floor in the vicinity of the equipment. It appeared that this equipment has been brought inside for the auction as its base was covered with what appeared to be straw or grass clippings. There was a significant amount of leakage from this equipment, and if it had been leaking for an extended period of time, release of hydraulic oil into the ground on the assessed property may be significant. Therefore, the presence of the leaking hydraulic equipment is considered a **recognized environmental condition** for the *assessed property*.
4. Electrical Transformers: There is a utility pole south of Plant #1 with three pole mounted transformers. There is a ground mounted transformer near this utility pole as well. These transformers can be seen in Photograph 22. Two ground transformers were observed south of Plant #2 (See Photograph 51). Several transformers were observed inside Plant #1 (See Photograph 32). Based on the estimated year of construction for these buildings, the original transformers for Plant Nos. 1 & 2 could have contained oil with concentrations of PCBs above the current USEPA 50 ppm maximum. There is the potential that transformer oil with high concentrations of PCBs could have leaked into the ground at the *assessed property*. Therefore, the presence of these transformers is considered a **recognized environmental condition** for the *assessed property*.

This assessment revealed no evidence of **historical recognized environmental conditions** in connection with the *assessed property* except for the following:

1. Soil Contamination: Soil contaminated with volatile organic compounds (VOCs) and polynuclear aromatic hydrocarbons (PAH) was discovered on the *assessed property* during excavation for construction of a storage silo. Test results indicated contamination levels were below those requiring remediation, and the WDNR granted a "No Further Action Closure". However, the discovery of this contaminated soil indicates that a release has occurred into the soil on the *assessed property* and it is possible that soil with contamination levels requiring remediation may exist on the *assessed property*. Therefore, the discovery of contaminated soil is considered a **historical recognized environmental condition** for the *assessed property*.

1.4 Opinions & Conclusions

Based on the above findings, it is the opinion of the environmental professional that further environmental investigation is warranted as follows:

1. Historical Industrial Uses: A systematic grid of soil sampling and testing on the *assessed*

¹ EDR. 2015. EDR Radius MapReport with GeoCheck, TID #5 River Front Planning, 515 South 4th Street, Stoughton, WI 53589, Inquiry No. 4200886.2s. Milford, CT: Environmental Data Resources, Inc.

property to determine if these historic uses have had a detrimental effect on the soil at assessed property.

2. Manufactured Gas Plant: Soil sampling and testing on the west side of the assessed *property* to determine if this historic use has had a detrimental effect on the soil at assessed property.
3. Leaking Hydraulic Equipment: Soil sampling and testing in the area where this equipment was originally installed and operating to determine if a significant release of hydraulic fluid occurred.
4. Electrical Transformers: Soil sampling and testing in the area of the ground mounted transformers to determine if elevated levels of PCBs exist in the soil. Testing of pole and interior mounted transformers to determine if they contain elevated levels of PCBs.
5. Soil Contamination: Soil sampling and testing in the area around the silo where contaminated soil was discovered to determine if soil contamination levels warrant remedial activities.

1.5 Recommendations

Based on the above findings, we offer the following recommendations:

1. Hazardous Substances and Petroleum Products: It is recommended that the hazardous substances and petroleum products are transported by a licensed waste hauler/handler to a licensed processor for proper disposal.
2. Electronics Waste: It is recommended that the waste computer CPUs and monitors are transported to a licensed electronic waste processor for proper disposal.

2.0 INTRODUCTION

2.1 Purpose

The purpose of this Phase I ESA is to identify, to the extent feasible pursuant to the processes prescribed in ASTM Standard Practice E 1527-13: Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process and 40 CFR Part 312, *recognized environmental conditions* in connection with the property.

The term *recognized environmental conditions* is defined by ASTM as the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a *release* to the *environment*; or (3) under conditions that pose a *material threat* of a future *release* to the *environment*. *De minimis conditions* are not *recognized environmental conditions*.

The term includes hazardous substances or petroleum products even under conditions in compliance with laws. However, the term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of the appropriate governmental agencies.

2.2 Detailed Scope of Services

The scope of services for this Phase I ESA includes:

Attachment A

10. DNR Correspondence
See following pages



Gary Becker <gary.becker.madison@gmail.com>

DNR access

9 messages

Michelle Affatati <MAffatati@staffordlaw.com>

Tue, Aug 9, 2016 at 7:53 AM

To: Gary Becker <gary.becker.madison@gmail.com>

Cc: Peter Sveum <pasveum@cbsuccess.com>, Laurie Sullivan <lsullivan@ci.stoughton.wi.us>

Gary,

I reviewed the DNR access agreement letter that you sent yesterday and I don't think it applies. It is addressed to an uncooperative property owner that has contamination due to an off-site source. My understanding is that any contamination that may be present at the Millfab site is present due to sources on the site itself rather than a neighboring property. Also, while it was difficult to get a signed Purchase Agreement, I don't think Stark has been uncooperative in allowing the City or consultants access to the property.

Attached is an access agreement that Peter and the Receiver signed allowing access for a short time in February to assess the river bank. I think this is more applicable. If you agree, I'll revise to apply to now and going forward for a longer period – 6 months? – and to apply to doing soil borings in relation to suspected soil contamination.

Also, by the terms of the Purchase Agreement, the first step is court approval. The receiver's attorney filed a motion and proposed order on Friday, Aug 5, asking the court to approve the sale unless a party filed an objection within 14 days. Therefore, the court will likely sign the order approving the sale on Aug 19, which will be considered the "Effective Date" and the date from which all contingency deadlines will be calculated.

Please let me know about the attached access agreement.

Regards,

Michelle

**STAFFORD
ROSENBAUM
LLP****Michelle Affatati** |
MAffatati@staffordlaw.com | 608.259.2643 | Fax. 608.259.2600 |

222 West Washington Avenue, Suite 900

P.O. Box 1784 | Madison, Wisconsin 53701-1784

www.staffordlaw.com | [Profile](#) | [vCard](#) |

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**39Z5410-Access and Indemnification Agreement - FULLY SIGNED.PDF**

473K

Gary Becker <gary.becker.madison@gmail.com>

Tue, Aug 9, 2016 at 8:10 AM

To: Michelle Affatati <MAffatati@staffordlaw.com>

Cc: Peter Sveum <pasveum@cbsuccess.com>, Laurie Sullivan <lsullivan@ci.stoughton.wi.us>, "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

Michelle - I was told that the DNR requires their access agreement form. I provided the agreement you prepared in February to the DNR and they told me then it would not work for WAM access. I am copying Tom Coogan from the DNR on this email. Perhaps he can provide appropriate guidance.

[Quoted text hidden]

--

Gary Becker
GWB Professional Services
(608)444-0836
www.garywbecker.com

Coogan, Thomas J - DNR <Thomas.Coogan@wisconsin.gov>

Tue, Aug 9, 2016 at 2:31 PM

To: Gary Becker <gary.becker.madison@gmail.com>, Michelle Affatati <MAffatati@staffordlaw.com>

Cc: Peter Sveum <pasveum@cbsuccess.com>, Laurie Sullivan <lsullivan@ci.stoughton.wi.us>, "Ackerman, Jeffrey A - DNR" <Jeffrey.Ackerman@wisconsin.gov>

Gary and others,

When do you expect the court to sign off on the purchase agreement? I'm asking our attorney for her opinion as to whether or not the purchase agreement is sufficient for access or if we'll need a separate access agreement signed.

Thanks

Tom

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Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Tom Coogan

Phone: (608) 267-7560

Thomas.Coogan@wisconsin.gov

From: Gary Becker [mailto:gary.becker.madison@gmail.com]
Sent: Tuesday, August 09, 2016 8:10 AM
To: Michelle Affatati
Cc: Peter Sveum; Laurie Sullivan; Coogan, Thomas J - DNR
Subject: Re: DNR access

[Quoted text hidden]

Gary Becker <gary.becker.madison@gmail.com> Tue, Aug 9, 2016 at 2:35 PM
To: "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>
Cc: Michelle Affatati <MAffatati@staffordlaw.com>, Peter Sveum <pasveum@cbsuccess.com>, Laurie Sullivan <lsullivan@ci.stoughton.wi.us>, "Ackerman, Jeffrey A - DNR" <Jeffrey.Ackerman@wisconsin.gov>

Approximately August 19th - 10 days from today.

[Quoted text hidden]

Michelle Affatati <MAffatati@staffordlaw.com> Wed, Aug 17, 2016 at 10:05 AM
To: "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>, Gary Becker <gary.becker.madison@gmail.com>
Cc: Peter Sveum <pasveum@cbsuccess.com>, Laurie Sullivan <lsullivan@ci.stoughton.wi.us>, "Ackerman, Jeffrey A - DNR" <Jeffrey.Ackerman@wisconsin.gov>

Tom

Any word from your attorney on whether the purchase agreement is sufficient for access? The deadline for parties to object to the Purchase Agreement is Friday, August 19. I anticipate the judge will wait for the close of business that day and sign the order to authorize the purchase on Monday, August 22.

Thank you,

Michelle

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LLP**

Michelle Affatati |
MAffatati@staffordlaw.com | **608.259.2643** | Fax. **608.259.2600** |

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From: Coogan, Thomas J - DNR [mailto:Thomas.Coogan@wisconsin.gov]
Sent: Tuesday, August 09, 2016 2:31 PM
To: Gary Becker; Michelle Affatati
Cc: Peter Sveum; Laurie Sullivan; Ackerman, Jeffrey A - DNR
Subject: RE: DNR access

[Quoted text hidden]

Coogan, Thomas J - DNR <Thomas.Coogan@wisconsin.gov>

Wed, Aug 17, 2016 at 1:13 PM

To: Michelle Affatati <MAffatati@staffordlaw.com>, Gary Becker <gary.becker.madison@gmail.com>

Cc: Peter Sveum <pasveum@cbsuccess.com>, Laurie Sullivan <lsullivan@ci.stoughton.wi.us>, "Ackerman, Jeffrey A - DNR" <Jeffrey.Ackerman@wisconsin.gov>, "Haag, Christine T - DNR" <Christine.Haag@wisconsin.gov>

Michelle,

The purchase agreement is sufficient for DNR/our contractors access.

Thanks

Tom

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Tom Coogan

Phone: (608) 267-7560

Thomas.Coogan@wisconsin.gov

From: Michelle Affatati [mailto:MAffatati@staffordlaw.com]

Sent: Wednesday, August 17, 2016 10:06 AM

To: Coogan, Thomas J - DNR; Gary Becker

[Quoted text hidden]

[Quoted text hidden]

Gary Becker <gary.becker.madison@gmail.com>

Wed, Aug 17, 2016 at 4:33 PM

To: Michelle Affatati <MAffatati@staffordlaw.com>

Cc: Peter Sveum <pasveum@cbsuccess.com>, Laurie Sullivan <lsullivan@ci.stoughton.wi.us>

Michelle - please send a pdf of the final agreement once its been approved by the court on (hopefully!) Friday. Thanks!

[Quoted text hidden]

Michelle Affatati <MAffatati@staffordlaw.com>

Wed, Aug 17, 2016 at 4:37 PM

To: Gary Becker <gary.becker.madison@gmail.com>

Cc: Peter Sveum <pasveum@cbsuccess.com>, Laurie Sullivan <lsullivan@ci.stoughton.wi.us>

Gary,

Yes, I will do that. However, I anticipate the court will give the full business day on Friday, Aug 19, for anyone to object to the transaction. Note that it is not anticipated anyone will object. I think this is a standard procedure in the receivership process.

Given that, I anticipate that the court will sign the order on Monday to approve the transaction. I'll send a pdf as soon as I receive word of approval.

Regards,
Michelle

**STAFFORD
ROSENBAUM
LLP**

Michelle Affatati |
MAffatati@staffordlaw.com | 608.259.2643 | Fax. 608.259.2600 |

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From: Gary Becker [mailto:gary.becker.madison@gmail.com]
Sent: Wednesday, August 17, 2016 4:34 PM
To: Michelle Affatati
Cc: Peter Sveum; Laurie Sullivan
Subject: Re: DNR access

[Quoted text hidden]

Gary Becker <gary.becker.madison@gmail.com>
To: Michelle Affatati <MAffatati@staffordlaw.com>
Cc: Peter Sveum <pasveum@cbsuccess.com>, Laurie Sullivan <lsullivan@ci.stoughton.wi.us>

Wed, Aug 17, 2016 at 6:03 PM

Thank you!

[Quoted text hidden]



Stoughton - Millfab WAM award

14 messages

Haag, Christine T - DNR <Christine.Haag@wisconsin.gov>
To: "gbec@vierbicher.com" <gbec@vierbicher.com>
Cc: "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

Tue, Mar 31, 2015 at 10:22 AM

Hi Gary:

We received concurrence of the eligibility determination by EPA for the Millfab property. We are ready to officially make the award and request a proposal from our consultant, but we need the signed access agreement. Do you know the status? I don't want the consultant to begin incurring costs until I know we have access.

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Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Christine Haag

Chief, Brownfields and Outreach Section – Bureau for Remediation and Redevelopment/AWaRe Division
Wisconsin Department of Natural Resources
Phone: (608) 266-0244
Fax: (608) 267-7646
christine.haag@wisconsin.gov



dnr.wi.gov



Gary Becker <gbec@vierbicher.com>
To: "Haag, Christine T - DNR" <Christine.Haag@wisconsin.gov>
Cc: "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

Tue, Mar 31, 2015 at 11:21 AM

We are requesting access in the City's offer to purchase, which should be approved by the RDA next week and then the City Council the following week. Once approved, the offer would be transmitted to the receiver. Then there will likely be some back and forth over the terms, out of that process we will know whether the receiver will grant access. Hopefully it will be sooner, but it may be a month or so before we would be able to secure the access agreement. Does this cause a problem?

Gary W. Becker, CEcD

Vierbicher

999 Fourier Drive, Suite 201
Madison, Wisconsin 53717
Phone: (608) 821-3941
Fax: (608) 826-0530

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[Quoted text hidden]

Gary Becker <gbec@vierbicher.com>

Tue, Mar 31, 2015 at 11:26 AM

To: "Haag, Christine T - DNR" <Christine.Haag@wisconsin.gov>

Cc: "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

I should have also mentioned that once the seller accepts the City's offer, we will have 120 days to complete the phase II work. Do you think that is sufficient time?

Gary W. Becker, CEcD

Vierbicher
999 Fourier Drive, Suite 201
Madison, Wisconsin 53717
Phone: (608) 821-3941
Fax: (608) 826-0530

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On Tue, Mar 31, 2015 at 11:21 AM, Gary Becker <gbec@vierbicher.com> wrote:

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On Tue, Mar 31, 2015 at 10:22 AM, Haag, Christine T - DNR <Christine.Haag@wisconsin.gov> wrote:

| Hi Gary:

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Christine Haag

Chief, Brownfields and Outreach Section – Bureau for Remediation and Redevelopment/AWaRe Division
Wisconsin Department of Natural Resources

Phone: (608) 266-0244

Fax: (608) 267-7646

christine.haag@wisconsin.gov



Haag, Christine T - DNR <Christine.Haag@wisconsin.gov>

Tue, Mar 31, 2015 at 11:30 AM

To: Gary Becker <gbec@vierbicher.com>

Cc: "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

No, no problem. We will wait to request a proposal until access is secured. Once requested, it generally takes a week to receive a proposal.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Christine Haag

Phone: (608) 266-0244

christine.haag@wisconsin.gov

From: Gary Becker [mailto:gbec@vierbicher.com]

Sent: Tuesday, March 31, 2015 11:21 AM

To: Haag, Christine T - DNR
Cc: Coogan, Thomas J - DNR
Subject: Re: Stoughton - Millfab WAM award

[Quoted text hidden]

Haag, Christine T - DNR <Christine.Haag@wisconsin.gov>
To: Gary Becker <gbec@vierbicher.com>
Cc: "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

Tue, Mar 31, 2015 at 11:39 AM

It will take us 21 to 28 days to get a signed contract in place and then the contractor will need to mobilize. I would say 120 days is tight, but I think it's feasible for Phase II work. This timeframe would likely not allow for supplemental sampling or completion of the site investigation.

Are you preparing an application to WEDC? You may also want to factor in the timing of a SAG award and whether you want to use the WAM work as match.

Let me know if you'd like to discuss.

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Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Christine Haag

Phone: (608) 266-0244

christine.haag@wisconsin.gov

From: Gary Becker [mailto:gbec@vierbicher.com]
Sent: Tuesday, March 31, 2015 11:27 AM
To: Haag, Christine T - DNR
Cc: Coogan, Thomas J - DNR
Subject: Re: Stoughton - Millfab WAM award

I should have also mentioned that once the seller accepts the City's offer, we will have 120 days to complete the phase II work. Do you think that is sufficient time? ☺

[Quoted text hidden]

Gary Becker <gbec@vierbicher.com>
To: "Haag, Christine T - DNR" <Christine.Haag@wisconsin.gov>
Cc: "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

Tue, Mar 31, 2015 at 11:57 AM

I am hoping the timing works out for the SAG grant. I am putting together as comprehensive a timeline as I can and will forward to you for your input. Thanks again for your help!

Gary W. Becker, CEcD

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999 Fourier Drive, Suite 201
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Phone: (608) 821-3941
Fax: (608) 826-0530

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On Tue, Mar 31, 2015 at 11:39 AM, Haag, Christine T - DNR <Christine.Haag@wisconsin.gov> wrote:

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Are you preparing an application to WEDC? You may also want to factor in the timing of a SAG award and whether you want to use the WAM work as match.

Let me know if you'd like to discuss.

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Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Christine Haag

Phone: (608) 266-0244

christine.haag@wisconsin.gov

From: Gary Becker [mailto:gbec@vierbicher.com]

Sent: Tuesday, March 31, 2015 11:27 AM

To: Haag, Christine T - DNR

Cc: Coogan, Thomas J - DNR

Subject: Re: Stoughton - Millfab WAM award

I should have also mentioned that once the seller accepts the City's offer, we will have 120 days to complete the phase II work. Do you think that is sufficient time?

[Quoted text hidden]

Gary Becker <gbec@vierbicher.com>

Tue, Mar 31, 2015 at 12:55 PM

To: "Haag, Christine T - DNR" <Christine.Haag@wisconsin.gov>

Cc: "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>, Jason Scott <Jason.Scott@wedc.org>

Here is a timeline outline of the Offer/SAG/WAM process. One of our milestones that appears like it will be difficult to achieve is a closing by Aug. 10th. The phase I for purposes of AAI and liability exemption will expire on that date. If closing cannot happen by Aug. 10th, the City may need to refresh the phase 1.

We will also need to pay close attention to not starting the phase II until a SAG award is made. Jason - is the first part of July realistic for an award on a grant application submitted the first week in May? Christine - is it possible for the phase II to be completed within 30 days? I think we should assume this cannot be done and we should plan on refreshing the phase I while the phase II is conducted - does that make sense or can the phase II stand in place of the phase I for AAI and liability exemption? If we don't have to worry about the phase I expiring while we are conducting the phase II, then we don't have to be concerned about the Aug. 10th date.

1. Offer accepted by receiver and Court - (April 20 - May 20)
2. Submit SAG grant application ~May 1
3. Receiver signs access agreement (we must use DNR form, attached) - ~May 20
4. Upon receipt of access agreement, DNR requests phase II consultant proposals. This takes one week. ~May 27
5. Contract approval by DNR - 21-28 days ~ June 20
6. SAG grant award - ~July 1 - 15
7. Phase II activities & report preparation (after SAG award) ~July 1 - July 30
8. Environmental contingencies satisfied - ~Aug 1
9. Closing by August 10 - if closing after Aug. 10, phase I report may need to be refreshed.

Gary W. Becker, CEcD

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Phone: (608) 821-3941
Fax: (608) 826-0530

www.vierbicher.com

Visit our blog People::Places at blog.vierbicher.com

On Tue, Mar 31, 2015 at 11:57 AM, Gary Becker <gbec@vierbicher.com> wrote:

I am hoping the timing works out for the SAG grant. I am putting together as comprehensive a timeline as I can and will forward to you for your input. Thanks again for your help!

[Quoted text hidden]

[Quoted text hidden]

Jason Scott <jason.scott@wedc.org>

Thu, Apr 2, 2015 at 8:44 AM

To: Gary Becker <gbec@vierbicher.com>, "Haag, Christine T - DNR" <Christine.Haag@wisconsin.gov>

Cc: "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

Hi Gary,

I'm cautiously optimistic that we could provide an award the first half of July (assuming no delays in the state budget), but given the timing concerns, I can certainly understand if you want to approach as you described below.

Jason Scott

Wisconsin Economic Development Corporation

Ph: 608.210.6790

Jason.scott@wedc.org

From: Gary Becker [mailto:gbec@vierbicher.com]

Sent: Tuesday, March 31, 2015 12:55 PM

To: Haag, Christine T - DNR

Cc: Coogan, Thomas J - DNR; Jason Scott

[Quoted text hidden]

[Quoted text hidden]

Haag, Christine T - DNR <Christine.Haag@wisconsin.gov>

Thu, Apr 2, 2015 at 4:01 PM

To: "Scott, Jason - WEDC" <jason.scott@wedc.org>, Gary Becker <gbec@vierbicher.com>

Cc: "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

Hi All:

I'm glad Jason included me on his response, because I didn't receive Gary's email. It's not in junk, deleted items, etc. DNR has been having trouble with email, so it's possible this one got lost during one of the numerous outages. If you email me again and I don't respond for two days, please call me!

In answer to your questions, I would not count on the Phase II being completed in 30 days. 60-90 days from mobilization to report is more realistic, depending on the scope of work.

The Phase II does not take the place of the Phase I for the purposes of CERCLA liability protection. If the Phase I is more than 180 days old, you will need to update it. I will confirm this with EPA prior to the time you begin the update.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Christine Haag

Phone: (608) 266-0244

christine.haag@wisconsin.gov

From: Jason Scott [mailto:jason.scott@wedc.org]

Sent: Thursday, April 02, 2015 8:45 AM

To: Gary Becker; Haag, Christine T - DNR

Cc: Coogan, Thomas J - DNR

Subject: RE: Stoughton - Millfab WAM award

[Quoted text hidden]

Gary Becker <gbec@vierbicher.com>

Thu, Apr 2, 2015 at 4:14 PM

To: "Haag, Christine T - DNR" <Christine.Haag@wisconsin.gov>

Cc: "Scott, Jason - WEDC" <jason.scott@wedc.org>, "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

Thanks, Christine. I have asked the City Attorney to add another 30 days to the period the City would have to satisfy the phase II contingency in the offer to purchase just to be safe. So, assuming the effective date of the offer is May 1st (it could be as late as May 14), but depends on the ability of the Court to approve the offer, and the SAG grant is awarded in early July, the phase II consultants could start working around mid-July. We originally had 120 days to satisfy contingencies, which would be about the end of August. An extra 30 days would bring that to the end of September. Does that sound reasonable?

We will plan on updating the phase I in late August.

Thanks for your feedback.

Gary W. Becker, CEcD

Vierbicher
999 Fourier Drive, Suite 201
Madison, Wisconsin 53717
Phone: (608) 821-3941
Fax: (608) 826-0530

www.vierbicher.com

Visit our blog People::Places at blog.vierbicher.com

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[Quoted text hidden]

[Quoted text hidden]

Haag, Christine T - DNR <Christine.Haag@wisconsin.gov>

Thu, Apr 2, 2015 at 5:28 PM

To: Gary Becker <gbec@vierbicher.com>

Cc: "Scott, Jason - WEDC" <jason.scott@wedc.org>, "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

Yes, that seems reasonable.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Christine Haag

Phone: (608) 266-0244

christine.haag@wisconsin.gov

From: Gary Becker [mailto:gbec@vierbicher.com]

Sent: Thursday, April 02, 2015 4:15 PM

To: Haag, Christine T - DNR

Cc: Scott, Jason - WEDC; Coogan, Thomas J - DNR

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[Quoted text hidden]

Gary Becker <gbec@vierbicher.com>

Thu, Apr 9, 2015 at 4:28 PM

To: "Haag, Christine T - DNR" <Christine.Haag@wisconsin.gov>

Cc: "Scott, Jason - WEDC" <jason.scott@wedc.org>, "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

Christine, Jason & Tom - I wanted to let you know that the Stoughton City Council last night approved a purchase agreement for the MillFab property. That was delivered to the receiver today. The Receiver has until April 16th to approve the agreement and until May 14th to secure approval of the Agreement from the Dane County Circuit Court. Things are moving in the right direction!

Not sure if you are interested in this level of detail or not, but I have prepared a work plan that we will use to keep track of all the things we need to think about as we go through the redevelopment process. If you get a chance to look at it and you see something that should be on here but is not, please let me know. Thanks!

Gary W. Becker, CEcD

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999 Fourier Drive, Suite 201
Madison, Wisconsin 53717
Phone: (608) 821-3941
Fax: (608) 826-0530

www.vierbicher.com

On Thu, Apr 2, 2015 at 5:28 PM, Haag, Christine T - DNR <Christine.Haag@wisconsin.gov> wrote:

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Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

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Phone: (608) 266-0244

christine.haag@wisconsin.gov

From: Gary Becker [<mailto:gbec@vierbicher.com>]

Sent: Thursday, April 02, 2015 4:15 PM

To: Haag, Christine T - DNR

Cc: Scott, Jason - WEDC; Coogan, Thomas J - DNR

Subject: Re: Stoughton - Millfab WAM award

Thanks, Christine. I have asked the City Attorney to add another 30 days to the period the City would have to satisfy the phase II contingency in the offer to purchase just to be safe. So, assuming the effective date of the offer is May 1st (it could be as late as May 14), but depends on the ability of the Court to approve the offer, and the SAG grant is awarded in early July, the phase II consultants could start working around mid-July. We originally had 120 days to satisfy contingencies, which would be about the end of August. An extra 30 days would bring that to the end of September. Does that sound reasonable?

We will plan on updating the phase I in late August.

Thanks for your feedback.

[Quoted text hidden]



Stoughton Riverfront Work Plan 040915.pdf
213K

Jason Scott <jason.scott@wedc.org>

Thu, Apr 9, 2015 at 4:35 PM

To: Gary Becker <gbec@vierbicher.com>, "Haag, Christine T - DNR" <Christine.Haag@wisconsin.gov>

Cc: "Coogan, Thomas J - DNR" <Thomas.Coogan@wisconsin.gov>

Thanks Gary,

I'm really comfortable with the timeline for the SAG and Brownfield grant portion!

Jason Scott

Wisconsin Economic Development Corporation

Ph: 608.210.6790

[Jason.scott@wedc.org](mailto:jason.scott@wedc.org)

From: Gary Becker [mailto:gbec@vierbicher.com]

Sent: Thursday, April 09, 2015 4:28 PM

To: Haag, Christine T - DNR

Cc: Jason Scott; Coogan, Thomas J - DNR

[Quoted text hidden]

[Quoted text hidden]

Coogan, Thomas J - DNR <Thomas.Coogan@wisconsin.gov>

Tue, Jul 21, 2015 at 8:16 AM

To: Gary Becker <gbec@vierbicher.com>

Cc: "Haag, Christine T - DNR" <Christine.Haag@wisconsin.gov>

Hi Gary,

I wanted to check in and see where things were at with regards to the Millfab/Holley Moulding Site? Did the sale of the property go through?

Thanks for the update.

Tom

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Tom Coogan

Phone: (608) 267-7560

Thomas.Coogan@wisconsin.gov



Hale Lammiman
GROUP LTD

August 5, 2016

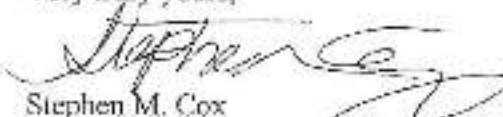
Honorable Peter C. Anderson
Dane County Circuit Court, Branch 17
Dane County Courthouse
215 S. Hamilton Street
Madison, WI 53703
Via facsimile (608-266-4062)

Re: *F. John Stark, III v. Holley Moulding, Inc., et al*
Case No. 14-CV-559

Dear Judge Anderson:

Enclosed for filing are the Motion to Approve Compromise and the Order Granting Motion to Approve Compromise in the above referenced matter.

Very truly yours,


Stephen M. Cox

cc: Brian P. Thill (via e-mail)
Andrew Oettinger (via e-mail)
Michelle Affatati (via e-mail)
Forrest Lammiman (via e-mail)
Andrew Brundson (via email)
F. John Stark, III (via email)

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

F. JOHN STARK, III,¹

Case No.: 14-CV-559

Receiver,

v.

HOLLEY MOULDING, INC., et al.

Defendants.

NOTICE OF MOTION TO APPROVE SALE

PLEASE TAKE NOTICE of the **Motion To Approve Sale**, a copy of which was served upon you, by email on August 5, 2016. If an objection is not filed and received within fourteen (14) days of service of this Motion, August 19, 2016, the Court will enter an Order granting the Motion. If an objection is filed within the 14-day period, the Court will set a hearing date.

Date: August 5, 2016

HALE LAMMIMAN GROUP, LTD.
COUNSEL FOR F. JOHN STARK, III

By: 

Forrest B. Lammiman (SBN 1001512)
Stephen M. Cox (SBN 1086607)

HALE LAMMIMAN GROUP, LTD.
819 N. Cass Street
Milwaukee, WI 53202
Tel: 414.278.8000
Fax: 414-278-9100
Email: flammiman@hlgltd.com

¹ Not individually but solely in his capacity as court-appointed Receiver and as assignee of certain secured creditors of Holley Moulding, Inc. and Millfab, Inc. pursuant to order of this Court.

F. JOHN STARK, III,¹

Case No.: 14-CV-559

Receiver,

v.

HOLLEY MOULDING, INC., et al.

Defendants.

MOTION TO APPROVE SALE

F. John Stark III, not individually but solely in his capacity as court-appointed Receiver in the above-captioned case for Holley Moulding Inc., Millfab, Inc., and New Zealand Forest Products, USA, LLC (the "Receiver"), through his undersigned attorneys, hereby moves (the "Motion") this Court, for the issuance of an order approving the Receiver's sale of the Property described in this Motion and/or the Real Estate Purchase Agreement ("Purchase Agreement") fully executed as of July 28, 2016 (attached hereto as **Exhibit A**) to the Redevelopment Authority of the City of Stoughton ("Purchaser"). In support of the Motion, the Receiver respectfully states as follows:

BACKGROUND

1. On February 24, 2014, Jim White Group, Inc. ("JWG") commenced the instant action ("the Receivership Action") by filing a complaint against the debtors Holley Moulding Inc. ("Holley") and Millfab, Inc. ("Millfab"), alleging various claims and seeking money damages and immediate possession of its collateral.

2. This Court appointed the Receiver as the receiver for Holley and Millfab by the Order Appointing Receiver entered on September 11, 2014. On September 24, 2014, the Court expanded and clarified the power and authority of the Receiver when the Court entered the Order Expanding the Authorities and Duties Of The Receiver Previously Appointed By This Court Under

¹ Not individually but solely in his capacity as court-appointed Receiver and as assignee of certain secured creditors of Holley Moulding, Inc. and Millfab, Inc. pursuant to order of this Court.

Wis. Stat. Chapter 128. On December 15, 2014, the Court entered an Order² granting the Receiver's Motion to join New Zealand Forest Products USA, LLC ("NZFP"), an entity related to Holley and Millfah, as a co-debtor subject to the receivership and expanded the Receiver's duties to include NZFP.

3. The Property is one of last remaining major assets in the receivership estate, and it is currently being unused by the Receiver. The property is located at 433 South Street, Stoughton, Wisconsin and described in Exhibit A.

4. As a result of marketing and heavy negotiation, the Receiver has come to an agreement with Purchaser to sell the Property.

DESCRIPTION OF THE SALE

5. The Receiver and Purchaser have agreed that the sale of the Property is reasonable.

6. The Purchase Agreement provides for, *inter alia*, the following:

- i. **PURCHASE AND SALE.** Seller agrees to sell and convey and Purchaser agrees to purchase and accept conveyance of all of Seller's right, title and interest in and to the real property indicated on Exhibit A to this Agreement, which is comprised of (i) the real property described on Exhibit A to this Agreement, together with all rights and privileges appurtenant thereto and (ii) except as may be otherwise provided herein, all buildings and land improvements now located thereon, if any (the "Real Property"). The Real Property is referred to herein as the "Property" or "Properties" if more than one. Purchaser is purchasing this property as and for slum clearance and blight elimination, pursuant to Wis. Stat. § 66.1333 as identified and approved by City of Stoughton Resolution R-9-08, adopted on March 11, 2008, which declared an area within the City, including the Property, to be a blighted area in need of blight elimination and urban renewal projects.
- ii. **COURT APPROVAL OF SALE.** The sale of the Property is subject to and contingent upon the entry of one or more orders of the Dane County District Court (the "Court"), approving this Agreement and authorizing the sale of the Property to Purchaser on the terms and conditions set forth in this Agreement and which order is final and has not been stayed or appealed (the "Order"). Seller will use its reasonable efforts to consummate the transactions contemplated hereby by seeking the Order, which will be in a form and of a substance agreeable to Seller and Purchaser in their reasonable discretion. The date on which the Order becomes final and is not subject to any stay or appeal shall be the effective date of this Agreement (the "Effective Date"). If the Court does not issue the Order within thirty (30) days of the date of the last signature

² Order Granting Receiver's Motion To Join New Zealand Forest Products USA, LLC As Co-Debtor To Receivership

on this Agreement, or such later date as agreed to by the Parties in writing, this Agreement shall be null and void.

- iii. PURCHASE PRICE AND EARNEST MONEY. The purchase price for the Real Property shall be Seven Hundred-and-Fifty Thousand U.S. Dollars (\$750,000.00) (the "Purchase Price"). Purchaser shall deliver Earnest Money in the amount of Forty Thousand U.S. Dollars (\$40,000.00) (the "Earnest Money") within five (5) days after the Effective Date, to be held in trust by the Title Company (defined in Section 7). Such Earnest Money shall be applied toward the Purchase Price at Closing with the balance of the Purchase Price paid at Closing except as otherwise provided herein.
- iv. COMMITMENT FOR TITLE INSURANCE. Seller, at Seller's expense, shall no later than seventy-five (75) days after the Effective Date, obtain and deliver to Purchaser a commitment for an owner's title insurance policy (Current ALTA Owner's form) issued by a title insurance company licensed to issue title insurance in Wisconsin ("Title Company"), preferably First American Title Insurance Company, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, and subject only to liens which will be paid out of the proceeds of closing, naming Purchaser as the proposed owner-insured of the Property in the amount of the Purchase Price (the "Commitment"). Within twenty (20) days after receipt of the Commitment, Purchaser may make any reasonable objections to the status of the title to the Property based upon examination of the Commitment and the survey, such objections to be made by written notice or be deemed waived. Any matter not timely objected to shall be deemed accepted by the Purchaser for all purposes and Seller shall have no liability therefor. If any such reasonable objections are so made, Seller shall have the right to cure such objections and shall be allowed thirty (30) days after the making of such objections by Purchaser to cure such objections by having objectionable exceptions removed from the title commitment or obtaining appropriate endorsements to the title commitment indicating that the objections have been cured.
- v. SURVEY. If not already completed prior to the deadlines set forth herein, Purchaser, at Purchaser's expense, shall no later than sixty (60) days after the Effective Date obtain an ALTA Survey Map (most recent standards) of the Property prepared by a registered land surveyor in a form sufficient to permit the removal of survey exceptions from the policy of title Insurance issued pursuant to the Commitment (the "Survey"). The Survey shall identify the legal description of the Property, its boundaries and dimensions, visible encroachments upon the Property, total square footage, and easements or rights of way.
- vi. ENVIRONMENTAL. Purchaser's obligation to purchase the Property under this Agreement is contingent upon the following, each of which Purchaser shall use its best efforts to achieve except for those actions for which Seller is expressly responsible under this Section 9:

- a. Purchaser acquiring status as a Bona Fide Prospective Purchaser ("BFPP") under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601(40) and 9607(r). To acquire this status, Purchaser shall:
1. Perform and complete All Appropriate Inquiries ("AAI"), which includes, but is not limited to, conducting, or engaging the services of an environmental professional to conduct or update, an ASTM-E1527 Phase I Environmental Site Assessment Process ("Phase I"), and (ii) take reasonable steps to provide notice to the Environmental Protection Agency ("EPA") and DNR of the discovery or release of a hazardous substance under the legally required notice provision, CERCLA § 101(40)(C);
 2. After the Trigger Date and before the Closing Date, Remove and dispose of Hazardous Substances, Petroleum Products, and Electronics Waste as required in Section 6 of this Offer. By doing so, Purchaser is fulfilling its obligations as a BFPP to ensure that disposal of hazardous substances at the Property occurred before acquisition of the property; Purchaser's actions do not in any way equate to Purchaser assuming responsibility as a Potentially Responsible Party ("PRP") for the contamination; and
 3. Have and maintain no affiliation with Seller or any prior liable or potentially liable person or entity. Purchaser and Seller agree to certify that Purchaser and Seller have no affiliation with the other by contractual, corporate, financial, or any other relationship. As such, Purchaser shall not indemnify or hold harmless Seller from its possible classification as a PRP.
- b. Purchaser obtaining a Phase II Environmental Site Assessment Process ("Phase II"), remediation plan, and estimate of clean up costs, and Purchaser determining in its sole discretion that it is willing to acquire the Property in the condition described in the Phase II.
- c. The Property not being the subject of a "windfall lien" to the EPA or any other person, entity, governmental unit or otherwise. If the Property is subject of a "windfall lien," Seller shall be responsible for taking any steps required to remove the lien prior to Closing.
- d. Inspections or tests appropriate to attain and maintain liability exemption under Wisconsin State laws and the federal CERCLA. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these material

RELIEF REQUESTED

8. The Receiver requests that the Court enter an order approving the Purchase Agreement.

LEGAL BASIS FOR RELIEF REQUESTED

9. The standard for approving the sale of assets is whether the proposed sale represents an exercise of sound business judgment by the Receiver. See *In re Schipper*, 933 F.2d 513, 515 (7th Cir.1991) citing *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983); *In re Engineering Prods. Co., Inc.*, 121 B.R. 246, 249 (Bankr. E.D. Wis. 1990). Courts consider the following factors to determine whether a proposed sale is an exercise of the debtor's sound business judgment: (a) whether a sound business reason exists for the proposed sale; (b) whether fair and reasonable consideration is provided; (c) whether the sale has been proposed and negotiated in good faith; and (d) whether adequate and reasonable notice is provided. *In re Engineering Prods. Co., Inc.*, 121 B.R. at 247-49. Here the proposed sale of the Property to Purchaser satisfies each of the factors identified in *Engineering Prods. Co., Inc.*

10. First, the Receiver is relying upon his well-founded business judgment in his decision to sell the Property to Purchaser. The Property has been marketed for over one year with no active interest other than the Purchaser. The Property is currently unused and has no significant long term tenant to occupy the space.

11. Second, The consideration for the purchase of the Property has been deemed reasonable by the Receiver, the Purchaser, and the Mortgagee, Concept Financial Group, Inc. ("Concept"). Pursuant to a settlement agreement among Jim White Group, Inc., Concept, and the Receiver, as approved by order of this court entered on October 7, 2015, Concept is entitled to receive 80% of the net proceeds of sale and the Receiver is entitled to receive 20%.

12. Third, the Purchase Agreement is the result of good-faith, arms' length negotiations between the Receiver and Purchaser. The Purchaser's special interest in the Property, which is adjacent to other property acquired by the Purchaser, has spurred on negotiations to achieve this result.

13. Fourth, this Motion will be subject to Court approval after appropriate notice to all parties who have made an appearance.

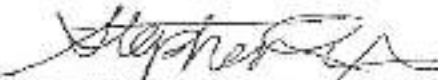
NOTICE

14. Notice of this Motion has been given to all parties who have filed appearances in the Receivership Action. In light of the nature of the relief requested, the Receiver submits that no further notice is required.

WHEREFORE, the Receiver requests that this Court enter an order, in the form attached hereto, approving the Purchase Agreement and granting the Receiver such other and further relief as this Court deems just and proper.

Date: August 8, 2016

HALE LAMMIMAN GROUP, LTD.
COUNSEL FOR F. JOHN STARK, III,
not individually but solely in his capacity
as receiver

By: 

Forrest B. Lammiman (SBN 1001512)
Stephen M. Cox (SBN 1086607)

HALE LAMMIMAN GROUP, LTD.
819 N. Cass Street
Milwaukee, WI 53202
Tel: 414.278.8000
Fax: 414-278-9100
Email: flammiman@hleld.com

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

F. JOHN STARK, III,

Case No.: 14-CV-559

Receiver,

v.

HOLLEY MOULDING, INC., et al.

Defendants.

ORDER GRANTING MOTION TO APPROVE SALE

Upon reviewing the Receiver's Motion to Approve Sale and supporting documents,

IT IS HEREBY ORDERED that the Receiver F. John Stark's, III, (the "Receiver"), Motion to Approve Compromise (the "Motion") is granted. The Purchase Agreement, attached as Exhibit A to the Motion, is approved and adopted by this Order.

Dated _____ day of _____, 2016.

BY THE COURT:

Honorable Peter C. Anderson
Dane County Circuit Court Judge

REAL ESTATE PURCHASE AGREEMENT

This **REAL ESTATE PURCHASE AGREEMENT** (this "Agreement") is made this 22nd day of July, 2016, by and between F. John Stark, III, not individually but solely as court appointed Receiver for Holley Moulding, Inc., Millfab, Inc. and New Zealand Forest Products USA, LLC, in Dane County, WI Case No. 14-CV-0559 (the "Case") (the "Seller"), and the Redevelopment Authority of the City of Stoughton (the "Purchaser") (individually, "Party," and Seller and Purchaser together, "Parties").

1. **PURCHASE AND SALE.** Seller agrees to sell and convey and Purchaser agrees to purchase and accept conveyance of all of Seller's right, title and interest in and to the real property indicated on Exhibit A to this Agreement, which is comprised of (i) the real property described on Exhibit A to this Agreement, together with all rights and privileges appurtenant thereto and (ii) except as may be otherwise provided herein, all buildings and land improvements now located thereon, if any (the "Real Property"). The Real Property is referred to herein as the "Property" or "Properties" if more than one. Purchaser is purchasing this property as and for slum clearance and blight elimination, pursuant to Wis. Stat. § 66.1333 as identified and approved by City of Stoughton Resolution R-9-08, adopted on March 11, 2008, which declared an area within the City, including the Property, to be a blighted area in need of blight elimination and urban renewal projects.
2. **COURT APPROVAL OF SALE.** The sale of the Property is subject to and contingent upon the entry of one or more orders of the Dane County District Court (the "Court"), approving this Agreement and authorizing the sale of the Property to Purchaser on the terms and conditions set forth in this Agreement and which order is final and has not been stayed or appealed (the "Order"). Seller will use its reasonable efforts to consummate the transactions contemplated hereby by seeking the Order, which will be in a form and of a substance agreeable to Seller and Purchaser in their reasonable discretion. The date on which the Order becomes final and is not subject to any stay or appeal shall be the effective date of this Agreement (the "Effective Date"). If the Court does not issue the Order within thirty (30) days of the date of the last signature on this Agreement, or such later date as agreed to by the Parties in writing, this Agreement shall be null and void. ✓
3. **CONTINGENCIES.** The obligations of Seller to convey and the Purchaser to purchase the Property are contingent on the issuance of the Order in Section 2 of this Agreement. In addition, Purchaser's obligation to purchase the Property is contingent upon the following:

- a. Purchaser's removal of all Excluded Assets, including Hazardous Substances, Petroleum Products, and Electronics Waste, in compliance with and as described in Section 6 of this Agreement;
- b. Seller providing the Commitment (defined and described in Section 7 below) within seventy-five (75) days after the Effective Date;
- c. Purchaser obtaining the Survey within sixty (60) days after the Effective Date, described in Section 8 of this Agreement; and
- d. Satisfaction of all of the environmental contingencies described in Section 9 of this Agreement in accordance with that Section.

If any contingency described in this Agreement is not satisfied, deemed satisfied or waived by Purchaser within the applicable time period described in this Agreement, notwithstanding Purchaser's best efforts to satisfy or otherwise resolve such contingency, then this Agreement and Purchaser's obligation to purchase the Property shall terminate and Earnest Money (defined below) shall be returned to Purchaser.

4. NO DISPLACEMENT AND ACKNOWLEDGMENT AND WAIVER OF RIGHTS UNDER CHAPTER 32. Seller represents and warrants that the sale of the Property to Purchaser will not result in the displacement of persons or business concerns for purposes of Chapter 32, Wis. Stats. Seller acknowledges that Seller is not required to sell the Property and the City will not use its power of eminent domain for the purpose of acquiring the Property if Seller chooses to not sell the Property. Seller acknowledges Seller's agreement to sell the Property is voluntary. Seller acknowledges receipt of the Wisconsin Department of Commerce pamphlets entitled *The Rights of Landowners Under Wisconsin Eminent Domain Law* and *Wisconsin Relocation Rights - Business, Farm and Nonprofit Organizations* (the "Pamphlets"). Seller acknowledges that having received and reviewed the Pamphlets, and being aware of rights, remedies, requirements and conditions referred to therein, Seller specifically waives the following, but only to the extent this Agreement is never terminated:
 - a. Any right of Seller to receive a full narrative appraisal from Purchaser or for Seller to obtain Seller's own appraisal, the reasonable cost of which, if timely produced, would have been paid by Purchaser;
 - b. Any right of Seller to receive any maps or names of other owners relating to Purchaser's purchase of the Property;
 - c. Any requirement that Purchaser prepare, serve on Seller, or record a certificate of compensation concerning the Property; and

- d. Any requirement that a notice of the right to appeal the amount of compensation (the consideration paid and agreed to be paid in exchange for the Property) be served by Purchaser on Seller, and any right Seller may have to appeal the amount of compensation paid or agreed to be paid herein.

5. PURCHASE PRICE AND EARNEST MONEY. The purchase price for the Real Property shall be Seven Hundred-and-Fifty Thousand U.S. Dollars (\$750,000.00) (the "Purchase Price"). Purchaser shall deliver Earnest Money in the amount of Forty Thousand U.S. Dollars (\$40,000.00) (the "Earnest Money") within five (5) days after the Effective Date, to be held in trust by the Title Company (defined in Section 7). Such Earnest Money shall be applied toward the Purchase Price at Closing with the balance of the Purchase Price paid at Closing except as otherwise provided herein.

If contingencies contained herein are not satisfied or otherwise resolved even though Purchaser has used its best efforts to satisfy or otherwise resolve such contingency, and the transaction agreed to by this Purchase Agreement does not close, the Earnest Money shall be disbursed to Purchaser; unless the reason the transaction does not close is the result of default by Purchaser or Purchaser's failure to use its best efforts to satisfy or otherwise resolve the contingency. If such disbursement is required under this Agreement then this Agreement shall become null and void and the Earnest Money shall be disbursed pursuant hereto.

If the transaction agreed to by this Purchase Agreement does not close due to Purchaser's default or failure to use best efforts to satisfy or otherwise resolve any contingency, the Earnest Money shall be disbursed as follows and the Agreement shall be null and void: (a) as mutually agreed in writing by the Seller and Purchaser, or (b) if the Parties have not agreed, then as directed by court order in the Case.

The term, "default" is defined in Section 17 below.

6. EXCLUDED AND PERSONAL PROPERTY. The Real Property Purchase Price does not include any equipment, trade fixtures, intellectual property or copyright or trademark rights, or other tangible personal property ("personal property") located at the Real Property, nor does it include business assets (including, but not limited to, ongoing accounts receivable, inventory, assigned contracts, causes of action whether pending or not yet asserted in a tribunal, liabilities, cash or cash equivalents) of Holley Moulding, Inc., Millfab, Inc. or New Zealand Forest Products USA, LLC or the Receiver as receiver of any of foregoing entities in receivership. Seller shall remove all tangible personal property prior to the Closing Date as later defined herein, else be deemed to be abandoned by Seller to Purchaser.

Unless this Agreement is sooner terminated, Purchaser shall be responsible for the following, to be completed prior to the Closing Date:

- a. Removing and disposing of all Hazardous Substances and Petroleum Products, as well as Electronics Waste identified in the Phase I Site Assessment conducted pursuant to Section 9.a of this Agreement;
- b. Engaging professional services, licensed and approved by the Wisconsin Department of Natural Resources, for such work; and
- c. Providing a certificate from such services that all removal and disposal work was completed in compliance with applicable state and federal environmental laws.

7. COMMITMENT FOR TITLE INSURANCE. Seller, at Seller's expense, shall no later than seventy-five (75) days after the Effective Date, obtain and deliver to Purchaser a commitment for an owner's title insurance policy (Current ALTA Owner's form) issued by a title insurance company licensed to issue title insurance in Wisconsin ("Title Company"), preferably First American Title Insurance Company, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, and subject only to liens which will be paid out of the proceeds of closing, naming Purchaser as the proposed owner-insured of the Property in the amount of the Purchase Price (the "Commitment"). Within twenty (20) days after receipt of the Commitment, Purchaser may make any reasonable objections to the status of the title to the Property based upon examination of the Commitment and the survey, such objections to be made by written notice or be deemed waived. Any matter not timely objected to shall be deemed accepted by the Purchaser for all purposes and Seller shall have no liability therefor. If any such reasonable objections are so made, Seller shall have the right to cure such objections and shall be allowed thirty (30) days after the making of such objections by Purchaser to cure such objections by having objectionable exceptions removed from the title commitment or obtaining appropriate endorsements to the title commitment indicating that the objections have been cured.

If Seller does not cure all of Purchaser's reasonable objections within the thirty (30) day period provided above, then Purchaser shall have the following options:

- a. Purchaser may terminate this Agreement; or
- b. Purchaser may elect to waive the objections and accept the title to Seller's interest in the Property in its unmarketable condition.

Purchaser need not object to mortgages or other liens against the Property. If not sooner satisfied, Seller shall satisfy them at Closing; provided, however that the Seller need not satisfy any exception shown on the Commitment for property taxes for the Property for the year of Closing and the Purchaser shall not object to any such exception shown on the Commitment.

Satisfaction of this Commitment for Title Insurance contingency, shall be the "Trigger Date" unless this Agreement is terminated because the Commitment for Title Insurance cannot be satisfied, both as provided for herein.

Seller shall, at its expense, provide Purchaser with a "GAP Endorsement" that will insure over liens and other encumbrances filed between the effective date of the Commitment and the date by which a deed conveying the Property to Purchaser is recorded with the Dane County Register of Deeds.

8. SURVEY. If not already completed prior to the deadlines set forth herein, Purchaser, at Purchaser's expense, shall no later than sixty (60) days after the Effective Date obtain an ALTA Survey Map (most recent standards) of the Property prepared by a registered land surveyor in a form sufficient to permit the removal of survey exceptions from the policy of title Insurance issued pursuant to the Commitment (the "Survey"). The Survey shall identify the legal description of the Property, its boundaries and dimensions, visible encroachments upon the Property, total square footage, and easements or rights of way.

Seller agrees to allow Purchaser's surveyor(s) access to the Property to satisfy the foregoing contingency. To the extent Purchaser or its surveyor(s) cause, whether proximately or otherwise, any adverse change to the Property, Purchaser shall hold harmless, defend and indemnify Seller for same.

The contingency contained in this Section 8 shall be deemed satisfied unless Purchaser, within 100 days of the Effective Date delivers to Seller a written notice indicating that this contingency has not been satisfied even though Purchaser used its best efforts to satisfy or otherwise resolve this contingency. Such notice shall identify the defect in the property identified by the Survey. Such notice shall also indicate whether Purchaser chooses, in its reasonable discretion, to: (i) work with Seller to remedy the defect if possible within an additional thirty (30) days; or (ii) terminate this Agreement and any obligation Purchaser has to purchase the Property. If any defect identified under this section is not remedied within the additional thirty (30) day period, this Agreement and any obligation Purchaser has to purchase the Property shall terminate, and Earnest Money shall be returned to Purchaser, unless Purchaser and Seller agree in writing to extend the deadline.

9. ENVIRONMENTAL. Purchaser's obligation to purchase the Property under this Agreement is contingent upon the following, each of which Purchaser shall use its best efforts to achieve except for those actions for which Seller is expressly responsible under this Section 9:
- a. Purchaser acquiring status as a Bona Fide Prospective Purchaser ("BFPP") under the Comprehensive Environmental Response, Compensation and

Liability Act (CERCLA), 42 U.S.C. §§ 9601(40) and 9607(r). To acquire this status, Purchaser shall:

1. (i) Perform and complete All Appropriate Inquiries ("AAI"), which includes, but is not limited to, conducting, or engaging the services of an environmental professional to conduct or update, an ASTM-E1527 Phase I Environmental Site Assessment Process ("Phase I"), and (ii) take reasonable steps to provide notice to the Environmental Protection Agency ("EPA") and DNR of the discovery or release of a hazardous substance under the legally required notice provision, CERCLA § 101(40)(C);
 2. After the Trigger Date and before the Closing Date, remove and dispose of Hazardous Substances, Petroleum Products, and Electronics Waste as required in Section 6 of this Offer. By doing so, Purchaser is fulfilling its obligations as a BEPP to ensure that disposal of hazardous substances at the Property occurred before acquisition of the property; Purchaser's actions do not in any way equate to Purchaser assuming responsibility as a Potentially Responsible Party ("PRP") for the contamination; and
 3. Have and maintain no affiliation with Seller or any prior liable or potentially liable person or entity. Purchaser and Seller agree to certify that Purchaser and Seller have no affiliation with the other by contractual, corporate, financial, or any other relationship. As such, Purchaser shall not indemnify or hold harmless Seller from its possible classification as a PRP.
- b. Purchaser obtaining a Phase II Environmental Site Assessment Process ("Phase II"), remediation plan, and estimate of clean up costs, and Purchaser determining in its sole discretion that it is willing to acquire the Property in the condition described in the Phase II.
 - c. The Property not being the subject of a "windfall lien" to the EPA or any other person, entity, governmental unit or otherwise. If the Property is subject of a "windfall lien," Seller shall be responsible for taking any steps required to remove the lien prior to Closing.
 - d. Inspections or tests appropriate to attain and maintain liability exemption under Wisconsin State laws and the federal CERCLA. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials

such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials.

Seller agrees to allow Purchaser's inspectors, testers, appraisers and qualified third parties access to the Property to satisfy the foregoing contingencies, as well as representatives and employees of the Wisconsin Department of Natural Resources access to the property for investigative, testing and inspection work. Seller agrees to all such access without entering a separate access agreement. Seller, Purchaser and licensees may be present at all inspections and testing. To the extent Purchaser or its invitees cause, whether proximately or otherwise, any adverse change to the Property, Purchaser shall hold harmless, defend and indemnify Seller for same.

The contingencies contained in this Section 9 shall be deemed satisfied unless Purchaser, within sixty (60) days of the Trigger Date delivers to Seller a written notice indicating that any one of these contingencies has not been satisfied despite Purchaser's best efforts to have achieved resolution of any such contingencies other than those actions for which Seller is expressly responsible under this Section 9. Such notice shall identify which contingency has not been satisfied and does not meet the standard set forth above. Such notice shall also indicate whether Purchaser chooses, in its sole discretion, to: (i) work with Seller to satisfy the unsatisfied contingency within an additional 45 days; or (ii) terminate this Agreement and any obligation Purchaser has to purchase the Property. If any unsatisfied contingency is not satisfied within the additional 45 day period, this Agreement and any obligation Purchaser has to purchase the Property shall terminate, and Earnest Money shall be returned to Purchaser, unless Purchaser and Seller agree in writing to extend the deadline. If Purchaser has not used its best efforts to achieve resolution of any unresolved contingency identified in the notice and if Purchaser is responsible hereunder to take action to resolve such contingency, then Purchaser shall forfeit all of the Earnest Money to Seller.

10. ADDITIONAL COVENANTS AND WARRANTIES OF SELLER.

- a. During the time that is prior to the earlier of the termination of this Agreement or the Closing Date, Seller will not permit any lien or encumbrance to be placed against the Property or any part thereof, will not knowingly commit waste on the Property without Purchaser's consent, and shall secure the Property from access by unauthorized persons.
- b. Seller represents and warrants that, except for matters appearing on the Commitment, there are no other tenants, persons or entities occupying or having a right to occupy the Property or any part thereof, whether pursuant to a lease or other occupancy agreement or otherwise.

- c. Seller shall convey the Property at the Closing free of any leases or occupancy agreements.
 - d. Seller represents that there is no action, litigation, investigation, condemnation or proceeding of any kind pending or, to Seller's best knowledge, threatened against Seller or the Property which could affect the Property, any portion thereof or title thereto, other than the Case in which Seller was appointed receiver. Seller shall give Purchaser prompt written notice if any such action, litigation, investigation, condemnation, or proceeding is commenced with respect to the Property on or prior to the earlier of termination of this Agreement or the Closing Date.
 - e. Seller shall, until the earlier of the termination of this Agreement or the Closing Date, promptly notify Purchaser in writing if it acquires any knowledge which changes any representation or warranty set forth above or elsewhere in this Agreement. The notice shall describe in detail the nature of the change and the basis therefor. If there is a material adverse change in any of the foregoing representations prior to Closing, Purchaser will have the right to terminate this Agreement by giving written notice to Seller within twenty (20) days after it receives written notice of such material adverse change, unless such material adverse change is cured within such twenty (20) day period. If Purchaser so terminates this Agreement, neither Party shall have further rights or obligations hereunder, and Earnest Money shall be returned to Purchaser.
 - f. Except as expressly provided in this Agreement, and as required in the Receiver's Deed provided for in Section 13 of this Agreement, (i) Seller makes no representations or warranties concerning the Property; (ii) the conveyance of the Property by the Seller is in its AS IS, WHERE IS, WITH ALL FAULTS condition; and (iii) Purchaser is not entitled to, and shall not, rely on any statement, representation, warranty, or writing relating to the Property and made by any person or entity other than the representations or warranties contained in the Receiver's Deed or this Section 10.
 - g. Seller represents and warrants that there are no tenants or leases for any part of the Property. Seller will not enter into any new lease or contract for or affecting the Property after the Effective Date without Purchaser's prior written consent, which consent shall not be unreasonably withheld.
11. PURCHASER'S REPRESENTATION. Purchaser represents that it will work with the City of Stoughton to make provisions to fund the liabilities of Purchaser under this Agreement.

12. EFFECTIVENESS. Subject to the other provisions of this Agreement, this Agreement shall become binding and enforceable when (i) executed by both Parties (ii) when also executed by Concept Financial Group, Inc. with respect to its consent hereto, and (iii) the Effective Date as defined in Section 2 hereof has occurred.
13. CLOSING. The closing of the transactions contemplated under this Agreement (the "Closing") shall take place within ten (10) days after the latest date on which all of the contingencies described in this Agreement have been satisfied, deemed satisfied or waived by the Purchaser in its sole discretion (the "Closing Date"). The Closing Date may also be extended by mutual agreement of the Purchaser and Seller. Notwithstanding the above and assuming all contingencies have been satisfied, the Closing Date shall be at least on or before February 1, 2017 although both Seller and Purchaser shall make every effort to satisfy the contingencies as expeditiously as possible in an attempt have the Closing Date no later than December 31, 2016. The Closing shall take place at the offices of the Title Company or such other place as Seller and Purchaser mutually agree. At the Closing, Seller shall deliver to Purchaser:
- a. Receiver's Deed properly executed by Seller, in recordable form and meeting the requirements of Wis. Stat. §§ 706.02 and 706.05, conveying the Property to Purchaser and warranting title thereto subject to no exceptions except those to which Purchaser has not objected or has expressly agreed to pursuant to Section 7 hereof;
 - b. Standard Seller's Affidavit with respect to known judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of Seller;
 - c. "Marked-up" Commitment (initialed by the appropriate Title Company officer) to issue a policy of title insurance subject to no exceptions except those to which Purchaser has not objected or has expressly agreed to pursuant to Section 7 hereof. Seller shall provide a "GAP Endorsement" that will insure over liens and other encumbrances filed between the effective date of the Commitment and the date by which instruments conveying the Property to Purchaser are recorded with the Dane County Register of Deeds. Seller shall also provide any other endorsements necessary to satisfy Purchaser as to the condition of title as set forth in Section 7 herein. Seller shall be responsible for the payment of the premium for such policies of title insurance and endorsements;
 - d. Settlement statement prepared by the Title Company and executed by Seller reflecting the prorations and Purchase Price adjustments contemplated by this Agreement;

- e. Such other documents required by this Purchase Agreement and as may be reasonably required to complete the transaction provided for in this Agreement and any amendment to this Agreement, if applicable.

At the Closing, Purchaser shall deliver to Seller immediately available funds in an amount equal to the Purchase Price.

14. PRORATIONS. Water and other utility charges, prepaid service agreements, license and permit fees, and other similar items shall be adjusted ratably as of midnight on the day immediately preceding the Closing Date. With respect to all bills for which Purchaser receives a credit at Closing pursuant to this Section 14, Purchaser covenants to pay all such bills prior to such bills becoming delinquent. Seller will bring such items that are past due (if any) current on the Closing Date either by paying the past due amounts or by depositing such amounts with the Title Company. All amounts for which current bills are not available shall be prorated based on 100% of the amount of the most recent actual bill available. In lieu of prorating utility bills, Seller may elect to have a final meter reading done on the Closing Date, and Purchaser shall be responsible for all utility charges after such final reading. The provisions of this Section 14 shall survive the Closing.

Real estate taxes due and payable for all years prior to that in which Closing occurs, including any amounts otherwise payable for such years which may have been deferred pursuant to applicable law, shall be paid by Seller. Real estate taxes due and payable for the year in which Closing occurs, including any amount otherwise payable for such year which may have been deferred pursuant to applicable law, shall be prorated between Seller and Purchaser based on the actual Closing Date. The proration shall be based on the not general real estate taxes for the year of Closing, if known; otherwise on the not general real estate taxes for the preceding year. If proration is based on the taxes for the preceding year, an adjustment shall be made when the amount of taxes for the year of Closing becomes available.

All prorations under this Section 14 shall be final.

15. POSSESSION. Seller shall deliver occupancy and possession of the Property to Purchaser on the Closing Date. At the time of Purchaser's occupancy, the Property shall be free of debris and personal property, except for personal property left with Purchaser's consent. Purchaser shall permit Jared Keller to remove from the Property certain transformers that he owns.
16. COMMISSIONS. Seller hereby warrants to Purchaser that all commissions, finder's fees or like charges incurred in connection with this transaction as a result of Seller's actions shall be paid by Seller and Seller will hold Purchaser harmless for those charges. Purchaser hereby warrants to Seller that all commissions, finder's fees or

like charges incurred in connection with this transaction as a result of Purchaser's actions shall be paid by Purchaser and Purchaser will hold Seller harmless for those charges.

17. DEFAULT. Should Seller default in the performance of its obligations hereunder or breach any warranty contained herein, and such default shall not be cured within twenty (20) days after notice from Purchaser, Purchaser (i) shall have and may pursue all rights and remedies available to it hereunder, at law or in equity, or otherwise, including, but not limited to, an action for damages or specific performance; and (ii) may terminate this Agreement. Should Purchaser default in the performance of its obligations hereunder or breach any warranty contained herein, and such default shall not be cured within twenty (20) days after notice from Seller, Seller (i) shall have and may pursue all rights and remedies available to it hereunder, at law or in equity, or otherwise, including, but not limited to, an action for damages or specific performance; and (ii) may terminate this Agreement.
18. RISK OF LOSS. Risk of loss to the Property prior to the time of Closing shall remain in Seller. In the event that prior to the time of Closing, proceedings for the condemnation of the Property or any portion thereof are commenced by governmental authority having jurisdiction to do so, Purchaser may, at its option, terminate this Agreement by written notice to Seller whereupon neither Party shall have any further rights, obligations or liability hereunder. In the event of any such condemnation, and if this Agreement is not terminated on account thereof, Seller shall assign to Purchaser at Closing its rights to any such condemnation award.
19. JURISDICTION. By executing and delivering this Agreement, Purchaser agrees as follows:
- (a) The Court in the Case hereafter shall have and does retain exclusive (to the exclusion of all other courts) jurisdiction to (a) enforce and implement, and (b) resolve any disputes, controversies or claims arising out of or relating to this Agreement and all amendments hereto, and any waivers and consents hereunder; and
 - (b) Purchaser hereby submits and consents to the exclusive (to the exclusion of all other courts) jurisdiction of the Court in the Case for all issues in this Agreement and the transactions contemplated thereby.
20. MISCELLANEOUS. All of the covenants, warranties, and provisions of this Agreement shall survive and be enforceable after the Closing of this transaction. This is a final Agreement between the Parties and contains their entire agreement and supersedes all previous understandings and agreements, oral or written, relative to the subject matter of this Agreement. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are

not to be considered in interpreting this Agreement. Delivery of an executed copy of this Agreement by facsimile or email shall be deemed delivery of the executed original.

21. NOTICES. All notices under this Agreement shall be in writing and shall be deemed delivered (a) when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, (b) when a transmitting fax machine provides confirmation of transmission if sent by fax to Purchaser at the fax number listed below, (c) when delivered by a courier service to the addresses set forth below; or (d) when delivered by e-mail to the e-mail addresses set forth below.

A copy of all notices given hereunder shall be delivered to Seller at the following address, by certified mail, fax transmission, courier service, or e-mail:

R. John Stark, III, Receiver for Holley Moulding, et. al.
N30 W29401 Hillcrest Drive
Pewaukee, WI 53072
(312) 593-4450
(800) 258-6320 facsimile
john@watertowercapital.com

and simultaneously delivered to the Receiver's counsel at the following address:

Forrest B. Lammiman
Hale Lammiman Group Ltd.
819 North Cass Street
Milwaukee, Wisconsin 53202
(414) 278-8000 office
(414) 278-9100 facsimile
flammiman@hlgltd.com

A copy of all notices given hereunder shall be delivered to Purchaser at the following address, by certified mail, fax transmission, courier service, or e-mail:

Laurie Sullivan, Finance Director
City of Stoughton
381 East Main Street
Stoughton, WI 53589
Facsimile: (608) 873-5519
Email: lsullivan@ci.stoughton.wi.us

and simultaneously delivered to the Purchaser's counsel at the following address:

Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
Facsimile: (608) 259-2600
Email: mdregne@staffordlaw.com

22. TIME IS OF THE ESSENCE. Except as otherwise stated herein, time is of the essence in the performance of this Agreement.
23. AMENDMENT. This Agreement may not be amended, altered, modified or discharged except by an instrument in writing signed by Purchaser and Seller.
24. SEVERABILITY. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.
25. JOINT RESPONSIBILITY FOR DRAFTING. Purchaser and Seller assume joint responsibility for the form and composition of this Agreement. They agree that the Agreement shall be interpreted as though each of them have participated equally in the composition of each and every part of this Agreement. This Agreement is not to be strictly construed for or against either Party. It shall be interpreted simply and fairly to each of them.
26. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
27. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns; provided, however, this Agreement shall not be binding until executed and delivered by Seller, and the Order has been entered by the Court. Concept Financial Group Inc.'s consent hereto is only a consent to the Agreement and does not render Concept Financial Group Inc. to be a Party to or a third party beneficiary of this Agreement.
28. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as their own free and act and deed, on the dates indicated on their respective signatures lines.

**PURCHASER:
REDEVELOPMENT AUTHORITY OF
THE CITY OF STOUGHTON**

Date

By: _____
Peter Sveum, Chair

Provision has been made to fund the liabilities of the Redevelopment Authority of the City of Stoughton under this Agreement.

Laurie Sullivan,
Finance Director, City of Stoughton

Date

Approved as to form by:
STAFFORD ROSENBAUM LLP

By: _____
Matthew P. Drogne, City Attorney

Date

SELLER:

July 27, 2016
Date

By: _____
F. John Stark, III
Not Individually But Solely as Receiver
for Holley Moulding, et al

**CONSENT:
CONCEPT FINANCIAL GROUP, INC.**

By: _____

Its: _____

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as their own free and act and deed, on the dates indicated on their respective signatures lines.

**PURCHASER:
REDEVELOPMENT AUTHORITY OF
THE CITY OF STOUGHTON**

Date

By: _____
Peter Sveum, Chair

Provision has been made to fund the liabilities of the Redevelopment Authority of the City of Stoughton under this Agreement.

Laurie Sullivan,
Finance Director, City of Stoughton

Date

Approved as to form by:
STAFFORD ROSENBAUM LLP

By: _____
Matthew P. Dregan, City Attorney

Date

SELLER:

July 27, 2016
Date

By: _____
F. John Stark, III
Not Individually But Solely as Receiver
for Holley Moulding, et al

**CONSENT:
CONCEPT FINANCIAL GROUP, INC.**

By: _____

President

Its: _____

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as their own free and act and deed, on the dates indicated on their respective signatures lines.

**PURCHASER:
REDEVELOPMENT AUTHORITY OF
THE CITY OF STOUGHTON**

7-28-16
Date

By: [Signature]
Peter Svecian, Chair

Provision has been made to fund the liabilities of the Redevelopment Authority of the City of Stoughton under this Agreement.

[Signature]
Laurie Sullivan,
Finance Director, City of Stoughton

7-28-16
Date

Approved as to form by:
STAFFORD ROSENBAUM LLP

By: [Signature]
Matthew P. Drogue, City Attorney

July 28, 2016
Date

SELLER:

July 27, 2016
Date

By: [Signature]
F. John Stark, III
Not Individually But Solely as Receiver
for Holley Moulding, et al

**CONSENT:
CONCEPT FINANCIAL GROUP, INC.**

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTIONS

The Real Property has a street address of 433 S. South Street, Stoughton, Wisconsin and Tax Parcel Id Numbers of: 281-0511-081-6713-6, 281-0511-081-4319-8, 281-0511-081-6664-6, 281-0511-081-6767-2, 281-0511-081-6562-9, 281-0511-081-4328-7

The following is the legal description of the Real Property unless revised by the final Survey:

A survey of a parcel of land located partly in Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Block Thirty-Five (35), in the Original Plat of the City of Stoughton, in the City of Stoughton, Dane County, Wisconsin, bounded and described as follows:

Parcel 1: Commencing at the Northeast corner of Lot 1, Block 35, Original Plat of the City of Stoughton, in the City of Stoughton, Dane County, Wisconsin; thence North $89^{\circ}58'51''$ West 396.00 feet along the North line of Block 35; thence South 297.00 feet along the East line of Lot 7 to the point of beginning; thence South $89^{\circ}58'51''$ East 354.78 feet; thence South $01^{\circ}19'36''$ West 85.89 feet; thence North $88^{\circ}34'16''$ West 352.90 feet to a point on the East line of Lot 7; thence North 77.19 feet along said East line to the point of beginning.

The above is also a part of Certified Survey Map No. 1645 recorded on March 26, 1975, as Document No. 1423498.

Parcel 2: Commencing at the Northeast corner of Lot One (1), Block Thirty-Five (35), Original Plat of the City of Stoughton, in the City of Stoughton, Dane County, Wisconsin; thence North $89^{\circ}58'51''$ West 726.00 feet along the North line of Block 35 to the Northwest corner of Lot 11; thence South 278.66 feet along the West line of Lot 11 to the point of beginning; thence North $88^{\circ}01'52''$ East 264.17 feet to a point on the East line of Lot 8; thence South 148.40 feet along said East line; thence North $88^{\circ}24'00''$

West 1.60 feet; thence South $89^{\circ}55'54''$ West 100.00 feet; thence South $13^{\circ}18'09''$ West 96.00 feet; thence North $62^{\circ}40'52''$ West 157.93 feet to the West line of Lot 11; thence North 160.34 feet along said West line to the point of beginning.

Parcel 3: Commencing at the Northeast corner of Lot One (1), Block Thirty-Five (35), Original Plat of the City of Stoughton, in the City of Stoughton, Dane County, Wisconsin; thence North $89^{\circ}58'51''$ West 726.00 feet along the North line of Block 35 to the Northwest corner of Lot 11; thence South 132.00 feet along the West line of Lot 11 to the point of beginning; thence South $89^{\circ}58'51''$ East 99.00 feet; thence North $44^{\circ}02'47''$ East 29.49 feet; thence South 10.50 feet; thence North $44^{\circ}37'13''$ East 64.77 feet; thence South 15.42 feet; thence South $41^{\circ}52'36''$ East 49.46 feet to a point on the East line of Lot 9; thence East 66.00 feet to the East line of Lot 8; thence South 142.10 feet along said East line; thence South $88^{\circ}01'52''$ West 264.17 feet to the West line of Lot

11; thence North 146.66 feet along said West line to the point of beginning.

Parcel 4: All that part of Lots Seven (7) and Eight (8), Block Thirty-Five (35), Original Plat of the City of Stoughton, in the City of Stoughton, Dane County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of Lot 1 of said Block 35; thence North $89^{\circ}58'51''$ West 396.00 feet along the North line of Block 35 to the Northeast corner of Lot 7, the point of beginning; thence South 418.00 feet; thence North $89^{\circ}11'00''$ West 40.60 feet; thence North $88^{\circ}24'00''$ West 25.40 feet; thence North 290.50 feet; thence West 50.68 feet; thence North $49^{\circ}15'00''$ East 116.98 feet; thence North $00^{\circ}31'13''$ West 51.46 feet to a point on the North line of said Block 35; thence South $89^{\circ}58'51''$ East 28.50 feet along said North line to the point of beginning.

Parcel 5: Parts of Lots One (1) and Two (2), Block Thirty-Five (35), Original Plat of the City of Stoughton, in the City of Stoughton, Dane County, Wisconsin, now being part of Parcel C, Certified Survey Map No. 1645, recorded as Document No. 1423498 of the Dane County Registry, more fully described as follows:

Commencing at the Northeast corner of said Lot 1, Block 35; thence North $89^{\circ}58'51''$ West along the North line of said Block 35 and the North line of Parcel C, Certified Survey Map No. 1645, 396.00 feet; thence South along the East line of Lot 7, Block 35 and the West line of Parcel C, Certified Survey Map No. 1645, 374.19 feet; thence South $88^{\circ}34'16''$ East along the North line of Parcel B, Certified Survey Map No. 1645, 352.90 feet; thence South $01^{\circ}19'36''$ West along the East line of Parcel B, Certified Survey Map No. 1645, 123.32 feet to the Southeast corner thereof and the point of beginning; thence continue South $01^{\circ}19'36''$ West along a Southerly extension of said East line 147.90 feet to the Meander Corner No. 1; thence continue South $01^{\circ}19'36''$ West along said line 10.00 feet, more or less, to the Yahara River; thence Westerly along the Northerly edge of the Yahara River 66 feet, more or less; thence North $0^{\circ}23'35''$ East along the East line of Parcel A, Certified Survey Map No. 1645, 1.00 foot, more or less, to Meander Corner No. 2; thence continue North $0^{\circ}23'35''$ East along the East line of Parcel A, Certified Survey Map No. 1645, 169.50 feet to the Northeast corner thereof; thence South $88^{\circ}29'00''$ East along the South line of Parcel B, Certified Survey Map No. 1645, 67.66 feet to the Southeast corner thereof, and the point of beginning.

Parcel 6: Parcels A and B of Certified Survey Map No. 1645, recorded in Volume 6 of Certified Surveys, Page 414, as Document No. 1423498, in the City of Stoughton, Dane County, Wisconsin.

