

**City of Sturgeon Bay
Industrial Park Information**

**STURGEON BAY INDUSTRIAL
PARK**

SITE INFORMATION

For Information Contact:

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**Sturgeon Bay Industrial Park
Land Purchase Procedures**

1. **Preliminary Information**
Upon request, Door County Economic Development Corporation (DCEDC) will meet with prospective buyers and provide information on available sites, zoning and development restrictions, land costs, Industrial Park Site Acquisition Incentive Program, other business finance and incentive programs.
2. **Zoning Issues**
If there are any concerns or questions regarding allowable uses or zoning restrictions, DCEDC will facilitate a meeting the City Zoning Administrator to address these matters.
3. **Project Definition**
Buyer presents brief written description of project including proposed uses, size of buildings, possible future expansions, lot size requirements, preliminary site plan, current and future job estimates, rough private financial investment estimates.
4. **Invitation to Purchase Property**
Upon review of project information, DCEDC will invite the prospective buyer to submit an offer to purchase for a specific parcel of property for an agreed price.
5. **Offer to Purchase**
Buyer prepares offer to purchase using current standard real estate forms for vacant land transactions. Offer must include provision that buyer is prepared to execute at closing the standard Sturgeon Bay Industrial Park Option to Repurchase Agreement (attached).
6. **City Approval - Offer to Purchase**
DCEDC will facilitate review and approval of offer to purchase. Offer is reviewed by City Attorney, City Administrator and other appropriate City officials. Offer is presented to City Finance Committee which makes recommendation for approval to City Council. All review and approvals are done in confidence and closed session.
7. **Draft - Development Agreement - City Attorney**
Commits both parties to perform their part of the project.
8. **Approval - Development Agreement**
Both parties approve and sign.
9. **Closing**
Upon approval, DCEDC will work with the City Attorney and Buyer to close the transaction.
10. **Business Incentives**
DCEDC will review with the buyer all available local, state and federal incentive programs that may be applicable to the proposed project. DCEDC will direct the buyer to eligible programs and assist with program applications if appropriate.

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Development Policies**

1. Land Pricing

City owned industrial property is priced at \$30,000 per acre less price reduction incentive credits to be awarded at the end of three years based on the number of jobs created and real estate improvements completed on the subject property. A minimum payment of \$10,000 per acre will be collected by the City at the sale closing with the balance to be financed by the City at 0 % interest for a term of 3 years. At the end of the 3-year term the incentive credits earned will be calculated in accordance with the incentive policies stated below and the resulting purchase price balance will be collected by the City.

2. Minimum Building Size

Buyer shall construct an industrial/commercial building meeting the requirements of applicable building codes having a minimum size of the greater of 4,000 sq.ft. or 15% of the buildable area of the subject parcel, within 18 months of closing.

Enforcement Policy - This requirement shall survive the closing of this transaction as a covenant affecting the property and may be enforced by seller or its assignee. No buildings shall be constructed upon the subject parcel unless plans and permits call for construction of the building as required herein, except with the express written approval by seller or its assignee.

3. Incentives

The City offers incentive financing on the purchase of industrial park land. Sales are subject to the following terms: \$10,000 per acre downpayment, 3-year term, 0% interest.

Incentive credits listed below can be earned by the owner during the 3-year finance term and are subtracted from the purchase price balance due the City.

- a. Jobs credits of \$ 4,000/job for each new full time equivalent (FTE) job that pays at least \$ 15.00/hr, exclusive of benefits.
- b. Real Estate Investment Credit of \$ 4,000 for each \$100,000 in real estate improvements.

Enforcement Policy - The buyer shall produce for the City's inspection and examination any and all records, which relate to this Agreement and the claim for incentive credits.

4. Repurchase Option

Buyers are required to sign a repurchase option at closing giving the City the option to repurchase the subject parcel if buyer does not complete construction of a facility within 18 months of closing.

Enforcement Policy - DCEDC will monitor buyer's performance schedule and notify the City of any non-compliance.

5. Purchase Option

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If a buyer is not ready to commit to begin construction in the time limits required by the City an option may be granted upon the property. The option period would be six months for a fee of \$1,000.00 per acre. Buyer shall also pay all legal fees incurred by the City in preparing such option. The option fee shall be applied to the purchase of the property or, if not purchased, retained by the City.

Enforcement Policy - DCEDC will monitor option schedule and notify the City of buyer's intentions to exercise the option.

6. Land Title Conveyance

The actual conveyance of the property title on land sales approved by the City Council will be deferred until the prospective owner files application for a building permit for improvements on the subject property, however the deferral shall not exceed six months from the date of approval at which time the sale is null and void. Title will be conveyed within 10 business days of receipt of the building permit application. The prospective property owner and/or its agents and representatives are granted unrestricted access to the property for site planning and building design purposes during the period after sale approval and before actual title conveyance.

7. Offer to Purchase

Prospective buyers shall work with the cities marketing agent (DCEDC) to submit a complete offer to purchase package for industrial park land sale approval. Required material and information includes the following:

- a. Standard Vacant Land Offer to Purchase Real Estate Form including required appendices to insure compliance with City Development Policies
- b. Written statement by buyer describing proposed use of property, projected job creation, and the number, size and estimated value of proposed buildings and improvements.
- c. Site plan map showing proposed buildings and improvements and possible future expansions
- d. Earnest Money Check in the amount of \$3,000 per acre of subject property. The down payment balance of \$7,000 per acre will be due at closing.
- e. Written statement by appropriate City Officials and DCEDC that Offer to Purchase is in compliance with City Development Policies, Zoning and other City Ordinances.

An Offer to Purchase will be considered by the City Finance, Purchasing and Building Committee and upon recommendation of the Committee acted on by the Common Council.

Drafted 10-27-98

Revised 1-12-99

Approved 1-19-99

Proposed changes: 5-29-01

Approved: 6-5-01

Proposed changes: 8-28-07

Approved:

Sturgeon Bay Industrial Park - Zoning Information

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All industrial sites offered by the City of Sturgeon Bay in the Sturgeon Bay Industrial Park are zoned I-1a. Listed below are excerpts from the Zoning Code regarding permitted uses, height and area regulations and development standards. For further information, contact the Sturgeon Bay Zoning Administrator at 920-746-2910.

20.18 Use regulations for I-1 district.

The I-1 district is intended to provide space for industrial and manufacturing uses at appropriate locations in the city. Such property shall be occupied and used only for those uses that would not generate noise, smoke, odor, vibration, air, water or other environmental pollution that would create a public or private nuisance.

(1) Permitted uses are:

- (a) Facilities for manufacturing and production, processing, fabrication, packaging and assembly of goods, provided that all manufacturing production activity occurs inside buildings, except for the occasional assembly, testing or shipping of components or products too large to fit in buildings.
- (b) General warehousing or wholesale distribution activities.
- (c) Offices directly related to a principal permitted use of the property.
- (d) Corporate/regional headquarters or administration offices of at least 10,000 square feet.
- (e) Outdoor storage areas for the storage of materials, supplies, finished or semi-finished products, equipment, or refuse containers provided that such storage areas shall not exceed 200 percent of the building footprints of the principal structures on the site.
- (f) Construction of watercraft under 50 feet in length.
- (g) Laboratories, research and testing facilities.
- (h) Laundries, not including self-service.
- (i) Printing or publishing.
- (j) Public utilities.
- (k) Child day care facilities, provided the facility is licensed by the department of health and social services.
- (l) Incidental retail sales outlets for products produced on the premises.
- (m) Parking lots.
- (n) Accessory uses customarily incidental and subordinate to another permitted use.
- (o) Trade and construction contractors establishments, provided outdoor storage areas shall not exceed 200 percent of the building footprints of the principal buildings on the site.
- (p) Mail order distribution centers.
- (q) Radio and television stations.
- (r) Trade and vocational schools.
- (s) Business incubators operated by the Door County Economic Development Corporation or other nonprofit organization approved by the City of Sturgeon Bay.
- (t) Not for profit vocational rehabilitation programs.

(2) Conditional uses are:

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- (a) Charter fishing boat service.
 - (b) Commercial fishing facilities.
 - (c) Industrial uses not specifically permitted nor specifically prohibited.
 - (d) Communication towers.
 - (e) Commercial housing facilities.
 - (f) Retail establishments, subject to the following requirements:
 - 1. The retail establishment shall be located within a building that contains at least 4,000 square feet of floor area.
 - 2. The retail establishment shall be located within 600 feet of the right-of-way of State Highway 42/57.
 - 3. The retail use shall be limited to appliance dealers, carpet and floor covering dealers, electrical showrooms and shops, furniture stores, lawn and garden equipment and supply stores, lighting showrooms and shops, lumber and building materials sales centers, paint stores, plumbing showrooms and shops, stationery and office equipment/supply stores, retail sales associated with not for profit vocational rehabilitation programs, and similar types of retail that support the building and manufacturing industries.
 - (g) Banks and other financial institutions.
 - (h) Travel agencies.
 - (i) Health clubs.
 - (j) Quick-printing/copy shops.
- (3) Prohibited uses are:
- (a) Rendering of fats or oils.
 - (b) Automobile wrecking and junkyards.
 - (c) Petroleum refineries and storage yards.
 - (d) Manufacturing of acids, explosives, fertilizers or glue.
 - (e) Stockyards or slaughterhouses.
 - (f) Garbage or other refuse disposal.
 - (g) Smelting of iron, tin, or other ores.
 - (h) Residential and commercial uses, except as specifically listed under subsections (1) or (2).
 - (i) Uses similar in nature or impact to the prohibited uses specifically listed.

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20.19 Use regulations for I-1A district.

The I-1A district is intended to provide space for the same industrial and manufacturing uses permitted in the I-1 district, but subject to the additional development standards contained in section 20.32 of this chapter. This district provides property owners additional protection by requiring specific landscape and building design criteria for new development. It is intended primarily for the Sturgeon Bay Industrial Park.

- (1) Permitted, conditional, and prohibited uses shall be the same as those listed for the I-1 district, but shall be subject to the development standards contained in section 20.32. Appeals to the limitation on outdoor storage shall be directed to the development review team.

20.27 Height and area regulations generally.

- (1) For each lot in the R-4, C-1, C-3, and C-4 districts, the combined area of all roofed, paved, and other impervious surfaces shall not exceed 70 percent of the total area of the lot. Existing lots with impervious surfaces that exceeded 70 percent prior to adoption of this section shall be exempted from this provision provided that there shall be no further net increase of impervious surfaces on such lots.

- (2) The dimensional requirements relating to lot size, density, yards, height, and floor area shall be as specified for each zoning district in the following table:

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Zoning District	Lot Size		Density			Required Yards***			Height	Floor Area per Dwelling Unit (square feet)				
	Minimum Lot Area (sq feet)	Minimum Lot Width (feet)	Minimum Lot Area per Dwelling Unit (square feet)	Single Family	Two Family	Multiple Family	Street (feet)	Side (feet)	Rear (feet)	Maximum Building Height (feet)	Single Family	Two Family	Multiple-Family	
												1 Bedroom	2 Bedroom	3+ Bedroom
R-1	10,000	85	10,000	--	--	25	10	25	35	1,400	--	--	--	--
R-2	7,500	70*	7,500	6,000#	--	25	10	25	35	800	500/ 1,500##	--	--	--
R-3	7,500	70*	7,500	6,000#	3,500	25	10	25	35	800	500/ 1,500##	500	750	1,000
R-4	8,400	70*	8,400	6,000#	3,500	25	10	25	45	1,000	500/ 1,500##	500	750	1,000
R-M	7,500	65	7,500	--	--	25	10	10	35	720	--	--	--	--
C-1	8,400	70	--	--	3,500	25	10	25	45	--	--	500	750	1,000
C-2	6,000	70	--	--	3,500	15	5	25	45	--	--	500	750	1,000
C-3	8,400	70	--	--	3,500	25	10	25	45	--	--	500	750	1,000
C-4	8,400	70	--	--	--	25	10	25	45	--	--	--	--	--
I-1/I-1A	25,000	100	--	--	--	40	20	25	45	--	--	--	--	--
I-2/I-2A	25,000	100	--	--	--	50	20	25	45	--	--	--	--	--
A	43,560 (1 acre)	150	43,560 (1 acre)	21,780 (1/2 acre)	--	40	10	25	35**	1,000	800	--	--	--
CON	None	None	--	--	--	25	10	10	45	--	--	--	--	--
PUD	See section 20.24 for applicable standards													

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* Within these districts, the minimum lot width shall be increased to 80 feet for lots used for two-family or multiple-family dwellings, except that the minimum lot width shall remain 70 feet for existing single-family dwellings constructed prior to Jan. 1, 2004 that are converted into two-family dwellings.

** Buildings used for agricultural purposes may exceed this height.

*** For lots that abut two or more streets, all sides of the lot that abut a street shall meet the street yard requirement.

Within these districts, the minimum lot area for converting an existing single-family dwelling constructed prior to January 1, 2004, into a two-family dwelling shall be 5,000 square feet per dwelling unit (10,000 square feet total).

500 square feet for the smallest dwelling unit, with a minimum 1,500 square feet combined floor area for both units.

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20.31 Off-street parking requirements.

- (1) *Generally.* At the time any building or structure is hereafter constructed, enlarged, or increased in capacity by adding dwelling units, rooms, seats, or floor area, there shall be provided off-street parking spaces as set forth in this section. Such spaces shall be maintained and shall not be encroached upon so long as said building remains, unless an equivalent number of such spaces are provided elsewhere in conformance with this section.

Industrial manufacturing uses	or	1 space for each employee, based on estimated maximum daily or maximum 8-hour shift requirements in a 24-hour period.
Warehousing		1 space for each employee on the maximum shift.

20.32 Development standards for I-1A and I-2A districts.

- (1) *Plan approval required.* All new development within these districts is required to receive plan approval from the development review team. New developments include but are not limited to projects that involve new exterior building walls, fences, landscaping, parking lots, driveways, signs or other exterior improvements. The building inspector shall have the authority to give plan approval for minor improvements in accordance with the rules and regulations of the development review team and the development standards. Improvements existing on August 20, 1991, are not required to comply with these standards.
- (2) *Development review team.* A development review team (DRT) is established to review and approve plans according to the requirements of this section. The development review team shall consist of three regular members appointed or reappointed by the mayor subject to confirmation of the common council, and one alternate member. The three regular members shall consist of one representative from the city plan commission or common council, one member of the Door County Economic Development Corporation, and one owner of a developed parcel within the I-1A or I-2A districts. The city plan commission or common council representative shall be the chairman. The executive director of the Door County Economic Development Corporation shall serve as the alternate member. The alternate member shall act, with full power, only when a regular member of the DRT abstains from voting due to a conflict of interest or in the absence of a regular member. Their terms shall run concurrently with the term of the committee which they represent, except for the member that represents an owner within the I-1A or I-2A districts, whose term shall be a three-year term expiring on May 1. Generally, the DRT is concerned with the physical external design of each proposed project. The DRT may at its discretion approve of each plan as part of an entire site plan approval. The DRT shall be receptive to the applicant's possible time constraints and shall expedite the review process as much as possible.
- (3) *Building architectural standards.*
 - (a) A variety of architectural styles and building materials is encouraged in the I-1A and I-2A districts; however, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detracts from the attractiveness of the overall environment.
 - (b) It is encouraged that at least a portion of the front yard building facades be faced with brick, decorative masonry, natural stone, decorative concrete panels, glass curtain walls or equivalent finish material.
 - (c) Architectural metal buildings shall meet the following minimum manufacturer's and construction standards:
 - 1. Twenty-year manufacturer's warranty of the finish and fasteners.
 - 2. Concealed or semi-concealed fasteners.
 - 3. Base plates at bottom of walls and end trim plates along roofing edges.
- (4) *Site storm drainage.*

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- (a) No land shall be developed that results in the flooding, erosion or sedimentation of adjacent properties. All runoff shall be properly channeled into a storage area or other storm water management facility as approved by the city engineer.
- (b) Each owner shall take the necessary precautions to ensure that storm drainage from their site is not contaminated with motor vehicle fuels, lubricants, salt or other chemical compounds that are detrimental to aquatic life or groundwater.
- (c) Roof drainage systems are required and shall be connected to designated storm sewers, surface drainage systems or on-site retention areas.

(5) *Landscaping standards.*

- (a) All areas not used for building, storage, parking, walks, access roads and loading shall be suitably graded and drained, seeded or sodded and maintained in grass.
- (b) Unused lot area designated for future expansion and visible from public streets shall be cut a minimum of three times per year or maintained as an agricultural crop approved by the DRT. These areas shall not be included in calculations to determine minimum landscape requirements of this chapter until such time that they are developed.
- (c) At least ten percent of each parcel shall be put into landscape treatment which shall consist of shrubs, trees, flowers, lawn, decorative paving and other landscape treatments.
- (d) There shall be at least one canopy tree per 15,000 square feet of total lot area.
- (e) Every effort should be made to position buildings and other improvements so as to protect and retain existing desirable trees and shrubbery.
- (f) Landscape improvements shall be installed in accordance with street intersection vision clearance requirements of section 8.07 of this Municipal Code.
- (g) Landscaping shall be completed within 12 months of the issuance of a certificate of occupancy in accordance with the approved site plan.
- (h) All landscaped and open space areas shall be continually maintained in accordance with the approved site plan. It is the responsibility of the owner to ensure that the premises are properly maintained.

(6) *Off-street parking and loading.*

- (a) The number, size, dimension and layout of parking areas shall be provided for all off-street parking areas and approved as part of the site plan.
- (b) There shall be no on street loading permitted on any publicly owned right-of-way. On-street parking is discouraged and should be limited to short term overflow parking.
- (c) If parking is provided within 25 feet of the front property line, it is encouraged that it be screened by planting or landscaped berm. No parking area shall be located less than ten feet from any street right-of-way.
- (d) All parking surfaces, driveways and loading spaces shall be paved with bituminous or concrete surface within 12 months after occupancy of the site.
- (e) Off-street loading shall not be permitted in the front yard, unless no reasonable alternative is available.

(7) *Storage.* All storage areas shall be located at least 20 feet from any street right-of-way and shall be screened from public view by completely opaque screens. Storage shall not be permitted in the street yard, unless permitted by the DRT.

(8) *Fencing.* Fencing may be used for screening, security and landscape enhancement. Fencing shall be set back at least 20 feet from any street right-of-way and be constructed of permanent materials, such as pressure treated wood, masonry, metal or chain link as approved by the DRT. Landscape plantings are encouraged along fences visible from the public

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street.

(9) *Signs.* All signs shall comply with chapter 27 of this Municipal Code and in addition:

(a) The design shall be approved by the DRT.

(b) Ground mounted business identity signs shall not exceed eight feet in height and shall include a landscaped setting of ornamental shrubs, flowers, ground cover or other decorative materials in an area that is at least twice the area of the sign.

(10) *Plan approval procedures.*

(a) *Preliminary consultation.* This meeting is intended to insure that the developer is aware of the community's standards and posture on the development within the I-1A and I-2A districts. Such consultation should occur prior to any extensive outlay of funds on the part of the developer, since the consultation is intended as a device to encourage cooperation between the developer and the city. Such meetings should occur between the developer and members of the development review team.

(b) *Plan submittal.* Five copies of the plan shall be submitted to the building inspection department. The plan shall consist of the following:

1. Name, location, developer and designer of the project.
2. Date of plan preparation.
3. Scale and north arrow.
4. Property dimensions.
5. Location, identification and dimension of existing and proposed:
 - a. Topography (contour interval two feet, if available).
 - b. Existing significant vegetation.
 - c. Public rights-of-way and easements.
 - d. Buildings and structures.
 - e. Freestanding signage, fences, etc.
 - f. Surface water holding ponds, drainage ways and drainage patterns with arrows.
 - g. Loading docks and refuse collection areas.
 - h. Landscaping details and planting schedules.
 - i. All building elevations, including signage and listing of finish materials.
 - j. Site statistics, including gross square footage of both the site and buildings.

(c) *Review and determination.*

1. Within 30 days of plan submittal, the DRT or designee shall review the plan. If the plan is in substantial compliance with this section, it shall be approved.
2. When a discrepancy exists, the DRT shall act as an arbitration board to arrive at a solution.
3. Appeals to these requirements shall be heard by the plan commission at their next regularly scheduled meeting.

OPTION TO REPURCHASE (SAMPLE)

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Agreement made and concluded this ____ day of _____ 20 __, by and between the CITY OF STURGEON BAY, hereafter referred to as CITY, and _____, hereafter referred to as OPTIONOR, for the purpose of defining the terms of a Repurchase Agreement affecting a parcel of real estate.

RECITALS:

WHEREAS, the CITY is selling parcels of real estate presently owned by the CITY at a favorable price for the purpose of promoting industrial development in the CITY OF STURGEON BAY and obtaining related economic benefits for the local area including creation of jobs, increasing the tax base of the CITY OF STURGEON, and enlarging the market for other industries and businesses in the area, and

WHEREAS, OPTIONOR is purchasing a parcel of real estate from the CITY described in Exhibit "A" hereto, for industrial development at a favorable price with the present intention of building an industrial facility to operate in the local area, and

WHEREAS, the CITY desires to limit the potential for speculative use of the above-described parcel of real estate, and

WHEREAS, OPTIONOR is willing to provide this OPTION TO REPURCHASE to the CITY for the above-stated reason.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH OF THE PARTIES HERETO, IT IS COVENANTED AND AGREED BY AND BETWEEN THE CITY AND OPTIONOR AS FOLLOWS:

1. OPTIONOR hereby grants and conveys this OPTION TO REPURCHASE to the CITY OF STURGEON BAY on the following terms and conditions.
 - a. In the event that OPTIONOR's present intention to build an industrial facility to operate in the local area changes and OPTIONOR wishes to dispose of the real estate described in Exhibit "A", OPTIONOR shall notify the CITY in writing by certified mail with return receipt of OPTIONOR's which to dispose of the above-described real estate. Upon receipt of said notice from OPTIONOR, the CITY shall have 30 consecutive calendar days to exercise the option granted herein to repurchase the above-described parcel of real estate at the price paid by OPTIONOR to the CITY; this option shall be deemed to have been exercised when the CITY responds to Optionor within said 30-day period with a letter declaring the CITY's intent to exercise the option granted herein. Thereafter, the CITY shall tender said purchase price in full within 30 days of the providing of the notice of exercising option and OPTIONOR agrees to provide to the CITY a properly executed Warranty Deed describing the above-described parcel of real estate upon tender of said purchase price. OPTIONOR agrees and represents that said conveyance by OPTIONOR shall be free and clear of all liens and encumbrances and OPTIONOR further agrees and represents to be responsible for delinquent and prorated real estate taxes, and special assessments and other special charges levied and of record against the above-described parcel of real estate at the time of the Warranty Deed conveyance by OPTIONOR. If necessary, the CITY may deduct said real estate taxes, special assessments, and special charges from the purchase price tendered for the Warranty Deed. In the event that the CITY does not respond to OPTIONOR's initial notice of his wish to dispose of the above-described parcel of real estate within 30 consecutive calendar days, or if the CITY does not tender the purchase price within 30 consecutive calendar days after the CITY's notice of intent to exercise its option rights herein, with appropriate modifications as described above, then this OPTION TO REPURCHASE shall be automatically null, void, and of no further legal effect without further action by either party.

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- b. In the event that OPTIONOR has not physically commenced construction of an industrial facility to operate in the local area within twelve (12) months of the execution of this OPTION TO REPURCHASE, then the CITY may at any time thereafter provide written notice to OPTIONOR by certified mail with return receipt of its intent to exercise the option granted herein to repurchase the above-described parcel of real estate at the price paid by OPTIONOR to the CITY. The CITY shall tender said purchase price, less any adjustments for delinquent and prorated real estate taxes, special assessments, and special charges levied and of record from said purchase price within 30 days and OPTIONOR agrees to provide to the CITY a Warranty Deed for the above described parcel of real estate. OPTIONOR agrees and represents that said conveyance by OPTIONOR shall be free and clear of all liens and encumbrances at the time of the delivery of said Warranty Deed.

- 2. In the event that OPTIONOR does not complete construction of an industrial facility on the above-described parcel of real estate within eighteen (18) months from the date of issuance of the original building permit issued to OPTIONOR, then the CITY may exercise this OPTION TO REPURCHASE in accordance with the terms and procedures described in Paragraph 1b above. For the purposes of this OPTION TO REPURCHASE, completion of construction occurs with the issuance of the occupancy permit by the City Assessor's office. In the event that construction is completed as described above, then this OPTION TO REPURCHASE shall be automatically and permanently null, void, and of no further legal effect without further action by either party.