

**ADDENDUM TO WB-13 VACANT LAND OFFER TO PURCHASE**  
**by and between**  
**CITY OF WAUKESHA (“Buyer”)**  
**and**  
**MLG/WAUKESHA LLC (“Seller”)**

This Addendum is attached to, and made a part of, the WB-13 Vacant Land Offer to Purchase (“Offer”) dated March 2, 2020, submitted by City of Waukesha (“Buyer”) for all of Lot 1, Certified Survey Map 10640, located in the City of Waukesha, Waukesha County, Wisconsin as described in the Offer. The terms of this Addendum shall supersede any conflicting provisions in the Offer.

Description of Property

The Property consists of approximately 8.03 gross acres of vacant land located in the City of Waukesha, Waukesha County, Wisconsin, as identified on Exhibit A attached hereto and incorporated herein by this reference (“Property”).

The Property is zoned M-3 Limited Business and Industry Planned Development District and C-1 Lowland Conservancy District.

Buyer acknowledges that part of the Property is located in a 100-year floodplain, wetland or shoreland zoning area.

Purchase Price

The Purchase Price will be Eighty One Thousand Nine Hundred Eighteen and 00/100 Dollars (\$81,918.00) less a Fifty Thousand and 00/100 Dollars (\$50,000.00) Pond Ownership Transfer credit, as described in Section 13 below, for a Net Purchase Price of Thirty One Thousand Nine Hundred Eighteen and 00/100 Dollars (\$31,918.00).

Proposed Use

The Buyer is purchasing the Property for the purpose of constructing a salt dome to store and access salt for roadway deicing purposes.

Additional Items Included in Purchase Price

**Municipal and Utility Services:**

The City of Waukesha has installed a public street serving the Property, and the following municipal utilities are located within the dedicated street right-of-way: municipal sanitary sewer and water, gas, electric and communications. The Property is part of a stormwater drainage area served by regional stormwater drainage facilities. The stormwater drainage facilities are intended to serve an area that includes the Property, based on the applicable requirements and anticipated post-development uses at the time such facilities were constructed. Because the applicable requirements and actual usage may change from time to time, Seller cannot and does not represent or warrant that existing stormwater facilities are adequate to serve the Property. Buyer is advised to contact the City of Waukesha engineering department, the Wisconsin

Department of Natural Resources and any other applicable governmental authorities to determine whether Buyer will be required to install any additional stormwater facilities in connection with Buyer's proposed development on the Property. Buyer must provide all laterals from sewer and water mains, connect to stormwater facilities and connect to all utilities at Buyer's expense. Buyer will have an opportunity during the Review Period described below to request and review utility service plans and easements and any other utility information the Buyer deems relevant and material to Buyer's decision to purchase the Property. Upon closing its acquisition of the Property, Buyer accepts the location of all utilities and utility easements.

#### Property Condition Provisions (Site Grade)

The City of Waukesha may have rough graded the Property as needed for installation of roads and municipal utilities. Buyer will be responsible for any additional finished grading work on the Property. Buyer will have an opportunity during the Review Period described below to obtain any site grading and subsoil information that the Buyer deems relevant and material to Buyer's decision to purchase the Property. Buyer should be aware that the Waukesha Corporate Center was formerly a farm and that the topsoil may be deeper than 12" in some areas. Upon closing its acquisition of the Property, Buyer accepts the grade, subsoil condition and subsurface condition of the Property as it exists on the day of closing.

#### Additional Provisions

1. Additional Buyer's Contingency (Review Period)/Closing. Buyer shall have 60 days after acceptance of this Offer by Buyer and Seller to conduct physical inspections of the Property and to obtain all financing and governmental and other approvals and permits deemed necessary by Buyer to allow the Buyer to use the Property for Buyer's intended use (the "Review Period"). If Buyer is dissatisfied with the Property or is unable to obtain such approvals or permits for any reason whatsoever, Buyer may terminate this Offer by giving written notice of termination to Seller at any time during the Review Period. If Buyer so terminates this Offer during the Review Period, Seller shall promptly return all earnest money to Buyer.

If Buyer does not terminate this Offer during the Review Period, closing shall occur on or before fifteen (15) days after the earlier of (1) Buyer's waiver of all contingencies under this Offer or (2) the end of the Review Period.

2. Impact Fees/Future Assessments. Buyer shall be responsible for any municipal "impact" fees and utility RCAs and hookup charges that may be required by the City of Waukesha or applicable utility district in connection with Buyer's proposed use of the Property.

3. Business Park Protective Covenants/Building Setbacks. Seller will provide Buyer with the Waukesha Corporate Center Protective Covenants (the "Protective Covenants"). Buyer will have ten (10) days after receipt thereof to review same. Failure by Buyer to notify Seller in writing of Buyer's objection to the Protective Covenants within such ten (10) day period shall constitute acceptance of them. If Buyer makes written objection to the Protective Covenants within such ten-day period, this Offer shall be null and void. Buyer acknowledges that the ownership and use of the Property will be subject to the Protective Covenants. Notwithstanding any building setback lines shown on any recorded plat or certified survey map for the Waukesha Corporate Center, Buyer will need to comply with the building setbacks set forth in the Protective Covenants, which may be more restrictive.

4. Access to Property. Seller agrees to grant access to Buyer, its consultants, architects, engineers, contractors and agents for inspection and testing, all at Buyer's expense; provided, however, that Buyer shall not conduct a Phase 2 environmental assessment without Seller's prior written consent. Buyer shall not permit any liens to attach to the Property by reason of such activities. Buyer shall maintain liability insurance for all such activities on the Property and shall name Seller as an additional insured and present Seller with a certificate of insurance before undertaking any such activities. To the extent Buyer may disturb any of the surface or subsurface of the land in connection with the foregoing, such shall be restored to substantially its previous condition at the sole expense of Buyer. Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims or liabilities arising from the activities on the Property of Buyer and Buyer's agents.

5. Litigation. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to court costs and reasonable attorneys' fees from the unsuccessful party.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties. Buyer acknowledges that Buyer has not relied upon, and will not rely upon, any representations or warranties made by Seller or Seller's agents unless such representations or warranties are expressly set forth in this Agreement.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and permitted assigns.

8. **Disclosure. As required by law, Buyer is hereby advised that (a) some of the owners of Seller are also owners of Newmark Knight Frank, a real estate brokerage firm ("NFK"); (b) Seller will pay NFK a commission in connection with the sale of the property described in this Offer; and (c) owners of Seller are licensed real estate brokers and/or salespersons.**

9. Assignment. This Offer and the rights of Buyer hereunder are assignable by Buyer after acceptance and prior to Closing to an entity related to Buyer or an affiliate of Buyer without Seller's written consent, but Buyer shall notify Seller of the assignee and the assignee shall agree in writing to accept all of Buyer's obligations and rights under the Offer. Any other assignment shall require Seller's written consent, which may be withheld in Seller's sole discretion. This Offer shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

10. Title Company and Earnest Money. Buyer and Seller agree that the title insurance commitment and policy required under this Offer will be provided by First American Title Insurance Company, Milwaukee, WI ("Title Company"). Within three (3) business days after Seller accepts the Offer, Buyer shall deposit earnest money in the amount of \$5,000.00 with Title Company and the parties shall execute the Title Company's earnest money escrow agreement. In the event of closing, the earnest money shall be disbursed to Seller and applied as a credit against the Purchase Price. If Buyer desires the earnest money to be deposited into an interest-bearing account, Buyer shall be responsible all expenses related to the same.

11. Farm Lease. The Property is subject to a farm lease that also includes a larger parcel. A copy of the farm lease will be provided to Buyer during the Review Period. At closing, Seller

will terminate the farm lease as the lease applies to the Property so that the Property will be free and clear of the lease at closing.

12. Seller Documents. Within ten (10) business days after Seller accepts the Offer, Seller shall deliver to Buyer at Seller's sole cost and expense documents related to the Property that are in Seller's possession.

13. Pond Ownership Transfer. Stormwater ponds have been constructed on Lot 3 of CSM No. 9455 and Lot 3 of CSM No. 11669, as shown on Exhibit B attached hereto and incorporated herein. Seller shall be responsible for preparing the necessary certified survey maps to divide the ponds from the Lots ("CSMs"), the cost of preparing the CSMs, submitting the CSMs to the City of Waukesha for approval and recording the CSMs. Upon approval of the CSMs by the City of Waukesha, Buyer agrees to accept the dedication of both ponds through appropriate governmental approvals provided the CSMs include ingress/egress easements in favor of the City for access to the ponds with equipment necessary for maintenance. The responsibilities of both parties for the Pond Ownership Transfer shall survive closing. The Buyer is receiving a Twenty Five Thousand and 00/100 Dollars (\$25,000.00) credit per pond at closing for accepting the dedications.

14. TID 12 Extension. Buyer agrees to start the process and work diligently to extend the expiration date of Tax Increment District No. 12. Buyer and Seller acknowledge Seller is relying on this additional financial consideration from Buyer as an incentive to enter into this Offer to Purchase, but also acknowledge that Buyer cannot guarantee said extension will be approved by the necessary governing bodies. Buyer's responsibility to start and work diligently through the extension process will survive closing.

**(Signatures are located on the following page)**

**BUYER:**

City of Waukesha

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

MLG/Waukesha LLC

By: MLG Investments 2000 LLC, Managing Member

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Map Showing Property

(Attached)

EXHIBIT B

Map Showing Storwater Ponds

(Attached)