

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON March 2, 2020 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**
3 **GENERAL PROVISIONS** The Buyer, City of Waukesha

4 _____, offers to purchase the Property
5 known as [Street Address] _____ Lot 1 CSM No. 10640
6 in the _____ City _____ of _____ Waukesha _____, County of _____ Waukesha _____, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: _____ Dollars (\$ See Addendum _____).
9 _____
10 ■ EARNEST MONEY-of \$ _____ accompanies this Offer and earnest money of \$ See Addendum _____
11 will be mailed, or commercially or personally delivered within _____ See Addendum _____ days of acceptance to listing broker or
12 _____.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: none
16 _____
17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: none
19 _____

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ ZONING: Seller represents that the Property is zoned: See Addendum

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28 running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before March 20, 2020. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Joe Bukovich and Paul Hinkfuss

41 Buyer's recipient for delivery (optional): Fred Abadi and Brian Running

42 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:

43 Seller: (_____) Buyer: (_____)

44 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: _____

50 Delivery address for Buyer: _____

51 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): jbukovich@mlgcompanies.com and phinkfuss@mlgcompanies.com

56 E-Mail address for Buyer (optional): FAbadi@waukesha-wi.com and brunning@waukesha-wi.gov

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
 65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
 66 Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
 67 and _____

68 _____
 69 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT
 70 **CLOSING** This transaction is to be closed no later than _____ See Addendum
 71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
 74 assessments, fuel and _____ none other

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
 80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 _____
 85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 86 **substantially different than the amount used for proration especially in transactions involving new construction,**
 87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
 88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
 91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 96 (written) (oral) STRIKE ONE lease(s), if any, are farm lease which terminates at property closing
 97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
 99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
 100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
 101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
 102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
 103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
 104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
 105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
 106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
 108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
 109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
 110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
 112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
 113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
 114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
 115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
 116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
 117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
 118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
 119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
 120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 ~~FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares~~
122 ~~where one or both of the properties is used and occupied for farming or grazing purposes.~~

123 ~~CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and~~
124 ~~occupied for farming or grazing purposes.~~

125 ~~USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be~~
126 ~~generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a~~
127 ~~non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more~~
128 ~~information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization~~
129 ~~Section or visit <http://www.revenue.wi.gov/>.~~

130 ~~FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a~~
131 ~~farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to~~
132 ~~3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection~~
133 ~~Division of Agricultural Resource Management or visit <http://www.datep.state.wi.us/> for more information.~~

134 ~~CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department~~
135 ~~of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective~~
136 ~~cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of~~
137 ~~establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more~~
138 ~~information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.~~

139 ~~SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more~~
140 ~~restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land~~
141 ~~within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum~~
142 ~~standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface~~
143 ~~standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must~~
144 ~~conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.~~
145 ~~Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.~~

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 **■ ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
162 written notice physically in the Party's possession, regardless of the method of delivery.

163 **■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. ~~A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.~~
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

n/a **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

- FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
- ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

n/a **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

- 245
- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. ~~Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface~~
249 ~~foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic~~
250 ~~or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government~~
251 ~~guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing~~
252 ~~capacity, earth or soil movement, slides) or excessive rocks or rock formations.~~
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: See Addendum
307 _____
308 _____

309 ~~[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional~~
310 ~~provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers~~
311 ~~written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific~~
312 ~~item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller~~
313 ~~agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.~~

314 ~~**ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)~~
315 ~~**STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____~~
316 ~~and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.~~

317 ~~**SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither~~
318 ~~is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which~~
319 ~~would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such~~
320 ~~development.~~

321 ~~**PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent~~
322 ~~upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from~~
323 ~~a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must~~
324 ~~be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the~~
325 ~~Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of~~
326 ~~the following POWTS that is approved by the State for use with the type of property identified at lines 306-308: **CHECK**~~

327 ~~**ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;~~
328 ~~other: _____ :~~

329 ~~**EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**~~
330 ~~**ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions~~
331 ~~affecting the Property and a written determination by a qualified independent third party that none of these prohibit or~~
332 ~~significantly delay or increase the costs of the proposed use or development identified at lines 306-308.~~

333 ~~**APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if~~
334 ~~neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the~~
335 ~~granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's~~
336 ~~proposed use: _____ :~~

337 _____ :
338 ~~**UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither~~
339 ~~is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at~~
340 ~~the lot line, across the street, etc.): **CHECK AND COMPLETE AS APPLICABLE:** electricity _____ ;~~
341 gas _____ ; sewer _____ ; water _____ ;
342 telephone _____ ; cable _____ ; other _____ :

343 ~~**ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**~~
344 ~~("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public~~
345 ~~roads.~~

346 ~~**LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if~~
347 ~~neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;~~
348 ~~occupancy permit; other _____ **CHECK ALL THAT APPLY** , and delivering~~
349 ~~written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed~~
350 ~~use described at lines 306-308.~~

351 ~~**MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller~~
352 ~~providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a~~
353 ~~registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)~~
354 ~~expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the~~
355 ~~Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,~~
356 ~~if any, and: _____ :~~

357 ~~**STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:~~
358 ~~staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square~~
359 ~~footage; easements or rights of way. **CAUTION: Consider the cost and the need for map features before selecting them.**~~
360 ~~**Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied~~
361 ~~unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,~~
362 ~~delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information~~
363 ~~materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.~~
364 ~~Upon delivery of Buyer's notice, this Offer shall be null and void.~~

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ~~■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker~~
372 ~~(Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or~~
373 ~~otherwise disbursed as provided in the Offer.~~

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.-**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **n/a** **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
 406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
 407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
 408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
 409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
 410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
 413 Offer except: **none**

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
 415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
 416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
 423 in this Offer, general taxes levied in the year of closing and **none other**

424 _____
 425 _____
 426 _____
 427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
 431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (~~Seller's~~) (Buyer's) **STRIKE**
 433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
 434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
 435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
 436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 10 days after acceptance ("15" if left blank),
 439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
 440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
 441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 443 objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
 445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
 446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
 447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** Seller shall remove all personal property prior to
 459 closing, specifically including any motor vehicles.

460 _____
 461 **See Addendum**

462 _____
 463 _____
 464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
 466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
 467 defaulting party to liability for damages or other legal remedies.

468 If Buyer defaults, Seller may:

- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
 471 actual damages.

472 If Seller defaults, Buyer may:

- 473 (1) ~~sue for specific performance; or~~
 474 (2) terminate the Offer and request the return of the earnest money, ~~sue for actual damages, or both.~~

475 ~~In addition, the Parties may seek any other remedies available in law or equity.~~

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
 479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
 481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
 482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
 483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
 484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
 486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
 487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
 497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
 498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
 501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
 502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within ___ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached _____ Addendum _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Attorney Paul J. Hinkfuss, MLG Capital
536 _____ on March 4, 2020

537 (x) _____
538 Buyer's Signature ▲ Print Name Here ► City of Waukesha Date ▲ _____

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (By) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

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)



Stock No. 26273

CERTIFIED SURVEY MAP NO. 10640 VOL 102 Pgs. 198-200

BEING A REDIVISION OF A PART OF LOT 3, CSM 9455, LOCATED IN THE NE. 1/4 AND SE. 1/4 OF THE NW. 1/4 OF SECTION 22, T.6N., R.19E., CITY OF WAUKESHA, WAUKESHA COUNTY, WI

NW CORNER OF SECTION 22-6-19

N88°10'03"E

2649.74

1945.88

NORTH LINE OF THE NW 1/4 OF SEC. 22-6-19

N. 1/4 CORNER OF SECTION 22-6-19

SURVEYOR:

KEITH A. KINDRED, RLS 2082
YAGGY COLBY ASSOCIATES
PO BOX 180500
DELAFIELD, WI 53018
(262) 646-6855

SURVEY FOR:

MLG/WAUKESHA, LLC
13400 BISHOP'S LANE, SUITE 100
BROOKFIELD, WI. 53005-6203

LEGEND

- - CONC. MON. W/ BRASS CAP FND.
- - 1" DIA. IRON PIPE FOUND
- - 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.

SCALE: 1" = 150'



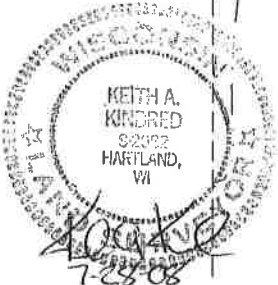
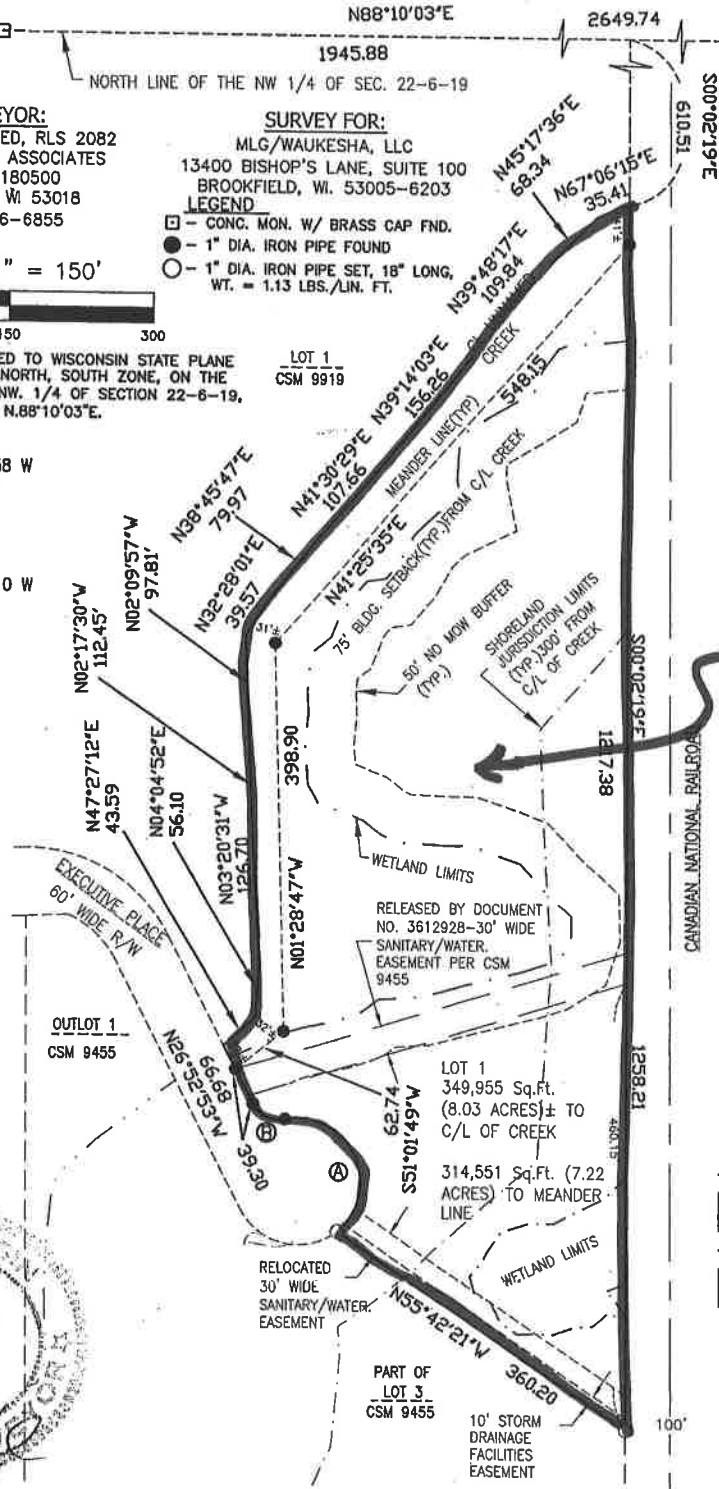
BEARINGS REFERENCED TO WISCONSIN STATE PLANE COORDINATES GRID NORTH, SOUTH ZONE, ON THE NORTH LINE OF THE NW. 1/4 OF SECTION 22-6-19, AS N.88°10'03"E.

LOT 1
CSM 9919

Ⓐ Chord: 126.36
Course: N 25-12-58 W
Arc Length: 173.36
Radius: 65.00
Delta: 152-48-57

Ⓑ Chord: 36.42
Course: N 64-15-10 W
Arc Length: 39.14
Radius: 30.00
Delta: 74-44-33

NOTES
- WETLANDS DELINEATED BY YAGGY COLBY ASSOCIATES, INC. JUNE, 2008



Revised 12-23-08

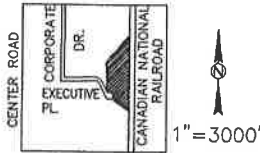


Stock No. 26273

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF A PART OF LOT 3, CSM 9455, LOCATED IN THE NE. 1/4 AND SE. 1/4 OF THE NW. 1/4 OF SECTION 22, T.6N., R.19E., CITY OF WAUKESHA, WAUKESHA COUNTY, WI

LOCATION MAP



SURVEYOR:
KEITH A. KINDRED, RLS 2082
YAGGY COLBY ASSOCIATES
PO BOX 180500
DELAFIELD, WI 53018
(262) 646-6855

SURVEY FOR:
MLG/WAUKESHA, LLC
13400 BISHOP'S LANE, SUITE 100
BROOKFIELD, WI. 53005-6203

NW. 1/4, SEC. 22-6-19

NOTES(PER CSM NO. 9455):

1. ALL SANITARY SEWER AND STORM DRAINAGE FACILITY EASEMENTS GRANTED TO THE CITY OF WAUKESHA.
2. ALL WATER MAIN EASEMENTS GRANTED TO WAUKESHA WATER UTILITY.
3. NO BUILDING OR FENCES SHALL BE CONSTRUCTED IN SEWER EASEMENTS. NO TREES OR BUSHES WHICH WOULD GROW TO MORE THAN FOUR (4) FEET IN HEIGHT SHALL BE PLANTED WITHIN SAID EASEMENTS SHOWN ON THIS CSM WITHOUT APPROVAL OF THE CITY OF WAUKESHA ENGINEERING DEPARTMENT AND THE WAUKESHA WATER UTILITY.
4. NO GRADE CHANGES IN EXCESS OF 12" (ONE FOOT) MAY BE MADE IN WATER MAIN EASEMENTS WITHOUT THE WRITTEN CONSENT OF THE WAUKESHA WATER UTILITY.
5. IN THE EVENT THE WAUKESHA WATER UTILITY FINDS IT NECESSARY TO DISTURB THE PREMISES IN THE EXERCISE OF ITS DUTIES AND RESPONSIBILITIES (I.E. FUTURE MAIN REPAIRS). THE UTILITY AGREES TO RESTORE THE PREMISES OF THE GRANTOR AS NEARLY AS IS REASONABLY POSSIBLE, HOWEVER, NOT INCLUDING THE REPLACEMENT OF TREES, SHRUBBERY AND OTHER ITEMS EXISTING ON OR WITHIN THE DESCRIBED EASEMENT.
6. BUILDING SETBACKS; 40' FROM RIGHT-OF-WAY, 10' SIDE YARD
7. 15' TEMPORARY SLOPE EASEMENT ALONG EXECUTIVE PLACE FRONTAGE NOT TO BE PERMANENTLY IMPROVED UNTIL CONCRETE WALK IS INSTALLED

HUNG PLUMBING NOTE

LOWEST FLOOR ELEVATION FOR EACH LOT SHALL BE ESTABLISHED BY THE CITY OF WAUKESHA ENGINEERING DEPARTMENT PRIOR TO THE ISSUANCE OF BUILDING PERMITS BASED UPON ESTIMATED GROUND WATER CONDITIONS. ADDITIONAL INFORMATION OBTAINED DURING SANITARY SEWER CONSTRUCTION WILL BE USED TO ESTABLISH LOWEST FLOOR ELEVATIONS. FIRST FLOOR ELEVATIONS MAY BE RESTRICTED ON SEVERAL LOTS IN THIS SUBDIVISION DUE TO HIGH GROUNDWATER. BUILDINGS WHICH HAVE LOWEST ELEVATION BELOW 30.0 FEET (CITY DATUM) MUST HAVE HUNG PLUMBING.

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a part of Lot 3, CSM 9455, located in the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 22, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the NW corner of said Section 22; thence N.88°10'03"E., along the north line of the NW. 1/4 of said Section 22, 1945.88 feet to the west right-of-way of Canadian National Railroad; thence S.00°02'19"E., along said west right-of-way, 610.51 feet to the centerline on an unnamed creek and the point of beginning of the hereinafter described lands; thence S.00°02'19"E., along said west right-of-way, 1258.21 feet; thence N.55°42'21"W., 360.20 feet to the easterly right-of-way of Executive Place; thence 173.36 feet, along the arc of a curve to the left, with a radius of 65.00 feet and whose chord bears N.25°12'58"W., 126.36 feet; thence 39.14 feet, along the arc of a curve to the right, with a radius of 30.00 feet and whose chord bears N.64°15'10"W., 36.42 feet; thence N.26°52'53"W., 66.68 feet to the centerline of said unnamed creek; thence N.47°27'12"E., along said centerline, 43.59 feet; thence N.04°04'52"E., along said centerline, 56.10 feet; thence N.03°20'31"W., along said centerline, 126.70 feet; thence N.02°17'30"W., along said centerline, 112.45 feet; thence N.02°09'57"W., along said centerline, 97.81 feet; thence N.32°28'01"E., along said centerline, 39.57 feet; thence N.38°45'47"E., along said centerline, 79.97 feet; thence N.41°30'29"E., along said centerline, 107.66 feet; thence N.39°14'03"E., along said centerline, 156.26 feet; thence N.39°48'17"E., along said centerline, 109.84 feet; thence N.45°17'36"E., along said centerline, 68.34 feet; thence N.67°06'15"E., along said centerline, 35.41 feet to the point of beginning. Said lands contain 349,955 Sq.Ft. (8.03 Acres) more or less to the centerline of the unnamed creek.

That I have made such survey, land division and map by the direction of MLG/Waukesha, LLC, a Wisconsin Limited Liability Company, owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Land Division Ordinance of the City of Waukesha, in surveying, dividing and mapping the same.

Dated this 28th day of July, 2008.

Keith A. Kindred
KEITH A. KINDRED, RLS 2082

Revised this 23rd day of Dec., 2008





Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF ALL THAT PART OF LOT 3, CSM 9455, LOCATED IN THE NE. 1/4 AND SE. 1/4 OF THE NW. 1/4 OF SECTION 22, T.6N., R.19E., CITY OF WAUKESHA, WAUKESHA COUNTY, WI

CORPORATE OWNER'S CERTIFICATE

MLG/Waukesha, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map.

MLG/Waukesha, LLC, does further certify that this Certified Survey Map is required to be submitted to the following for approval or objection: CITY OF WAUKESHA

IN WITNESS WHEREOF, said MLG/Waukesha, LLC, has caused these presents to be signed by Andrew C. Teika, its Vice President/Treasurer and countersigned by Timothy Watten, its President/Treasurer, MLG Real Estate 2000, LLC Member, at Waukesha, Wisconsin, and its corporate seal to be hereunto affixed this 29th day of December, 2008.

In presence of:

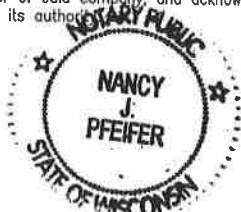
By: Andrew C. Teika, Vice President (Corporate Seal)
MLG Real Estate 2000 Vice President/Treasurer

Countersigned: _____

LLC Member

STATE OF WISCONSIN)
WAUKESHA COUNTY)

Personally come before me this 29th day of DECEMBER, 2008, the above named Timothy Watten, President/Treasurer and ANDREW C. TEIKA, VICE PRESIDENT of MLG Real Estate 2000, LLC Member, of the above named company, to me known to be the persons who executed the foregoing instrument, and to me known to be such LLC Member and President/Treasurer of said company, and acknowledged that they executed the foregoing instrument as such officers as the deed of said company, by its authority.



Nancy Pfeifer
Notary Public NANCY J. PFEIFER
WAUKESHA County, Wisconsin
My Commission expires 11-1-09

CITY OF WAUKESHA PLANNING COMMISSION APPROVAL:

Approved by the Planning Commission of the City of Waukesha on this 13th day of AUGUST, 2008.
Michael Hoef Secretary - Michael Hoef
Larry Nelson Chairman - Larry Nelson

COMMON COUNCIL APPROVAL:

By approving this CSM, the City of Waukesha hereby releases its rights to a 30' wide Sanitary/Water Easement over a part of Lot 3 of CSM 9455.

Approved by the Common Council of the City of Waukesha on this 19th day of AUGUST, 2008.
Thomas E. Neill City Clerk - Thomas E. Neill
Larry Nelson Mayor - Larry Nelson



Revised 12-23-08



EXHIBIT B

Map Showing Storwater Ponds

(Attached)

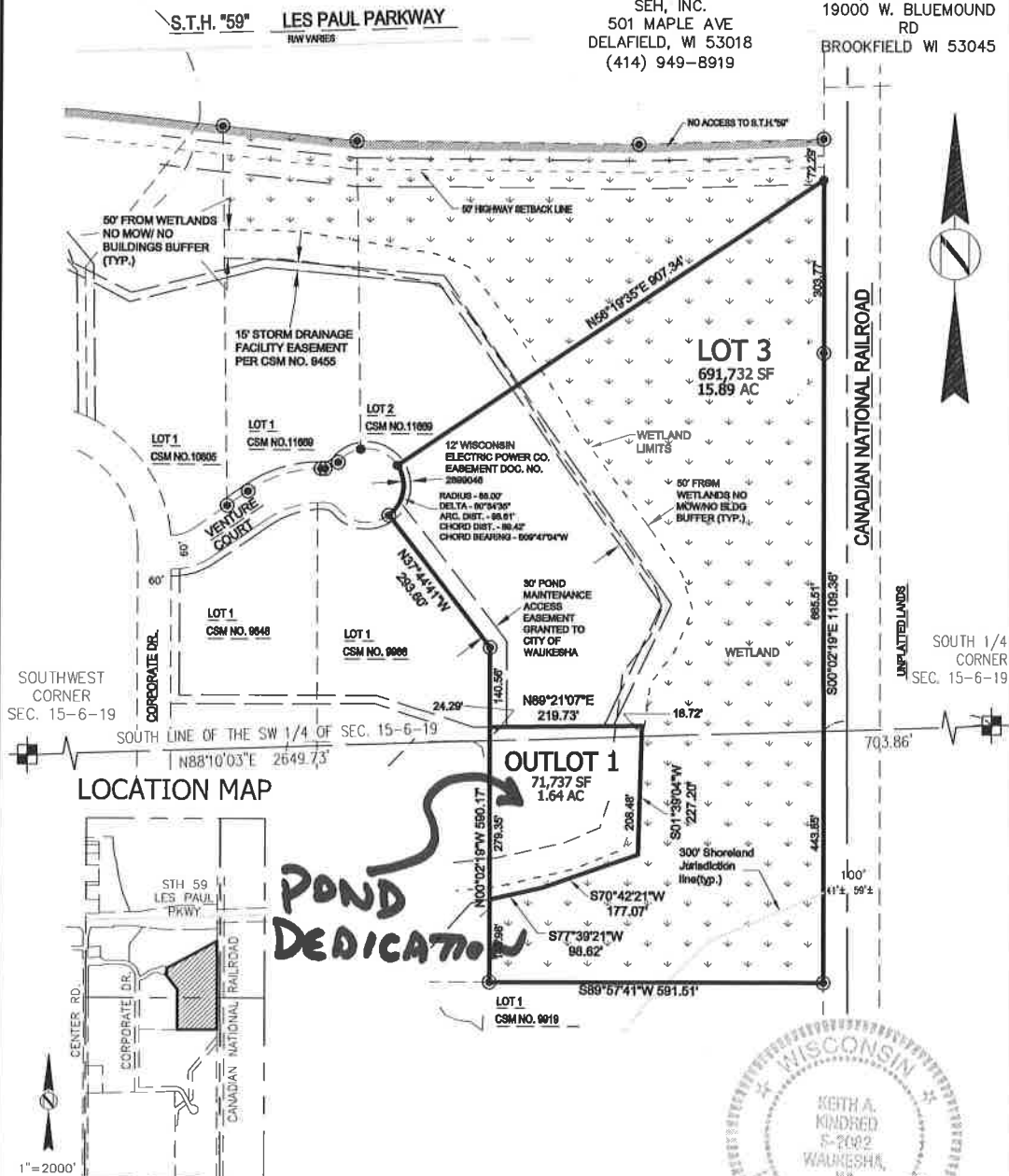
CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 3 OF CERTIFIED SURVEY MAP NO. 11669 BEING A PART OF THE NE. 1/4 OF THE NW. 1/4 OF SECTION 22 AND THE SE. 1/4 AND SW. 1/4 OF THE SW. 1/4 OF SECTION 15, T.6N., R.19E., CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

OVERALL DETAIL

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
MLG/WAUKESHA LLC
19000 W. BLUEMOUND
RD
BROOKFIELD WI 53045



LOCATION MAP



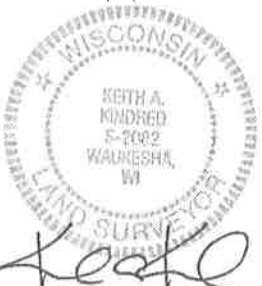
POND DEDICATION

SW. 1/4 SEC. 15-6-19
NW 1/4 SEC. 22-6-19



LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 1 1/16" DIA. IRON REBAR SET, 18" LONG, WT. = 1.50 LBS./LIN. FT.



DATED THIS 4TH DAY OF FEBRUARY, 2020

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 15-06-19 AS N88°10'03"E.



Stock No. 26273

CERTIFIED SURVEY MAP NO. 9455

BEING A REDMISION OF PART OF CSM NO. 8409 AND UNPLATTED LANDS ALL BEING A PART OF THE SE 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 15, AND THE NW 1/4, NE 1/4 AND SE 1/4 OF THE NW 1/4 SECTION 22, T.8N., R.19E., CITY OF WAUKESHA, WAUKESHA COUNTY, WI

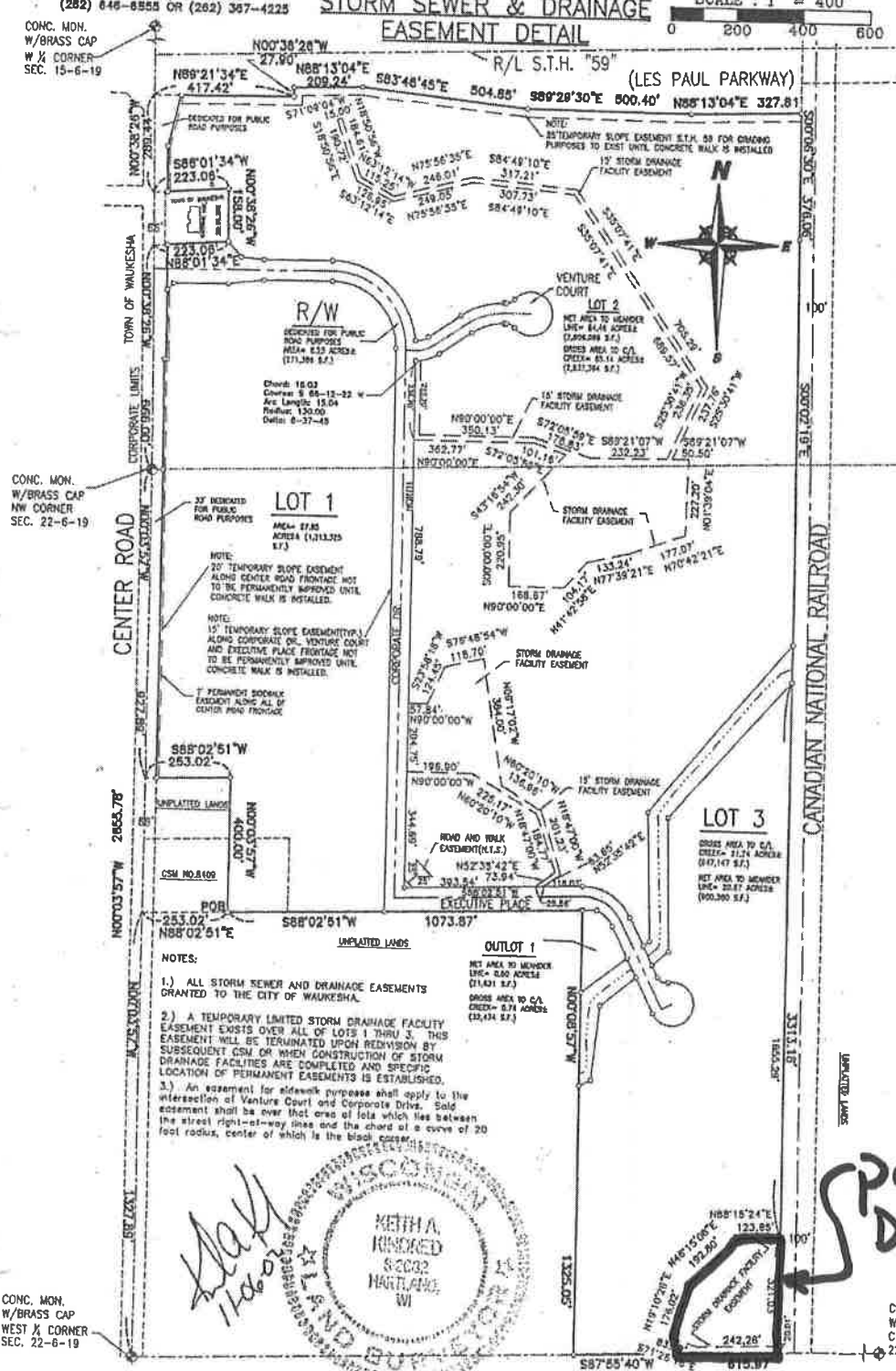
SURVEY BY
KEITH A. KINRED, R.L.S. #2082
WELCH, HANSON AND ASSOC., INC.
A DIVISION OF YAGGY COLBY ASSOC., INC.
355 AUSTIN CIRCLE, SUITE 100
DELAFIELD, WI 53018
(262) 646-8555 OR (262) 367-4225

SURVEY FOR
M/O WAUKESHA LLC
13400 BISHOPS LN, SUITE 100
BROOKFIELD, WI 53005

SURVEY FOR
WAUKESHA WATER UTILITY
115 DELAFIELD ST.
WAUKESHA WI 53188

STORM SEWER & DRAINAGE EASEMENT DETAIL

LEGEND
◊ - CONC. MON. W/ BRASS CAP
○ - 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
SCALE: 1" = 400'



BEARINGS REFERENCED TO WISCONSIN STATE PLANE COORDINATES SOUTH ZONE, ON THE WEST LINE OF THE NW 1/4 OF SECTION 22-6-19, AS N00°03'37\"

- NOTES:**
- 1.) ALL STORM SEWER AND DRAINAGE EASEMENTS GRANTED TO THE CITY OF WAUKESHA.
 - 2.) A TEMPORARY LIMITED STORM DRAINAGE FACILITY EASEMENT EXISTS OVER ALL OF LOTS 1 THRU 3. THIS EASEMENT WILL BE TERMINATED UPON REDIVISION BY SUBSEQUENT CSM OR WHEN CONSTRUCTION OF STORM DRAINAGE FACILITIES ARE COMPLETED AND SPECIFIC LOCATION OF PERMANENT EASEMENTS IS ESTABLISHED.
 - 3.) An easement for sidewalk purposes shall apply to the intersection of Venture Court and Corporate Drive. Said easement shall be over that area of lots which lies between the street right-of-way lines and the chord of a curve of 20 foot radius, center of which is the black circle.



POND DEDICATION

871