

REVISED

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: **MONDAY, December 5, 2022** **7:00 p.m.**

LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road

NOTICE: Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting #: 2553 912 4119 Password: 3rCdPP5VmM3 which can be accessed by phone at 408-418-9388 or by logging on at

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mc14cb59a3743abe50834ec67a3fb9b20>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. All written comments will be entered into the record as if given at the hearing / meeting and made available to the members of the Village Board for consideration but may not be read during the hearing / meeting.

Previously recorded Village Board Meeting Videos can be viewed at

https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT'S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
COMMITTEE AND DEPARTMENT REPORTS:
 - A. The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads, to include:
- VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. Written Public Comments should be directed to comments@germantownwi.gov, by 4 p.m. on Monday, December 5.

VII. CONSENT AGENDA:

- A. Approval of Minutes November 21, 2022 Meeting.
- B. Accounts payable/payroll:
 - 1. November 22, 2022 Payroll \$ 256,705.42
 - 2. November 23, 2022 Payroll-Election \$ 18,705.20
 - 3. November 21, 2022 Accounts Payable \$ 1,546,222.75
 - 4. November 25, 2022 Accounts Payable \$ 434,206.32

The following items were forwarded from the **General Government and Finance Committee** with a unanimous recommendation

- C. Insurance Renewal.

VIII. UNFINISHED BUSINESS

- A. None.

IX. PUBLIC HEARINGS:

- A. None

X. NEW BUSINESS:

- A. Keith Kindred, SEH Inc, Agent for Home Path Financial LP, Property Owner, Lot 6 Heritage Park and Outlot CSM 4988. Final Subdivision Plat for Heritage Park North, a 35-lot Residential Single-Family Subdivision.
- B. Kevin H. Behnke, Agent and Property Owner of the Apple Works Winery LLC, W179 N12536 Fond du Lac Avenue. Application to Amend Conditional Use Permit No. 01-13 to Conditional Use Permit No. 05-2022 to revise the hours and expand the existing winery use to include a 2,880 square foot building with a seating capacity of 125 persons, additional on-site vehicle parking and use of the existing dwelling as a short-term bed & breakfast type rental on the property.
- C. Denial of Operator's License for Katherine Rizer.
- D. 2023 Non-Union Merit Pool.
- E. Discussion of potential negotiating strategy relating to a potential intergovernmental agreement with MMSD with respect to that parcel of land located along the Goldendale Creek on the west side of Maple Road (Tax Id No. GTNV-174-992). The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,
- F. Acquisition of Properties at N116W15843 Main Street and W157N11593 Fond du Lac Avenue. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,

- G. Administrator Performance Review – Process and Criteria. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

XI. ADJOURNMENT:

The next regular meeting of the Village Board will be on Monday, December 19, 2022, at 7:00 p.m.

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For Additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
November 21, 2022**

CALL TO ORDER: The meeting was called to order at 7:00 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, J. Miller, R. Miller, Myers, Pieper, and Neureuther. Tr. Kaminski Absent Excused. Also present: Village Attorney Brian Sajdak, Administrator Kreklow, Deputy Clerk/Deputy Treasurer Rettler and Hanke, Manager Uselding, Police Chief Snow, Fire chief Delain, Director Ratayczak, Director Anderson, Associate Planner/Zoning Administrator Emily Zandt and Support Service Manager Hirn.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT: President Wolter spoke about the tree lighting and holiday events.

**ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC
INTEREST/DEPARTMENT AND COMMITTEE REPORTS:**

Trustee J. Miller gave a report on the Windsong Subdivision Luminary Night.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:

Melanie Smythe of Cedar Lane came to the podium. She commented on the land deals in the village.

Lynn Grgich from the Chamber of Commerce came to the podium to recap on the success of community events. She thanked the board for the continuous support.

Scott Hefle of Old Farm Road came to the podium and commented and made some suggestions on the budget.

President Wolter read an email from Melanie Smythe concerning the budget style.

President Wolter read an email from the Schneiders concerning the employee bonuses.

CONSENT AGENDA:

- A. Approval of Minutes November 7, 2022 Meetings.
- B. Accounts payable/payroll:
 - 1. November 4, 2022 Accounts Payable \$ 687,364.27
 - 2. November 10, 2022 Accounts Payable \$ 339.00
 - 3. November 11, 2022 Accounts Payable \$ 262,055.79

Motion (Trustee Myers/Trustee Hudson) to approve consent agenda items A-B. Roll call vote carried unanimously.

UNFINISHED BUSINESS:

A. Firewall Engineering Proposals.

Manager Hirn came to the podium and introduced the item.

A representative presented on the firewall engineering.

Motion (Meyers/Hudson) to approve the Statement of Work for the Firewall System. Motion passed. Trustee Pieper voted no.

B. Resolution 37-2022, Disallowance of Claim, Nancy Rydell.

Attorney Sajdak advised on the Disallowance of Claim.

Highways, Parks, Buildings, and Grounds Superintendent Scott Anderson presented on the disallowance of claim. The homeowner, Nancy Rydell, also presented on the disallowance of the claim. Attorney Sajdak, Administrator Kreklow, and President Wolter explained the process for disallowance of claim.

Motion (Neureuther/Baum) to approve the Resolution 37-2022, Disallowance of Claim, Nancy Rydell.

Amendment Motion (Myers/Hudson) to reduce payout from 18,000 to 10,000. Motion Fails.

Motion (Baum/R. Miller) to table disallowance of claim until next meeting. Motion passes. Trustee Myers and Pieper voted no.

PUBLIC HEARING:

A. 2023 Village of Germantown Budget and 2022 Tax Levy.

Budget Manager Uselding came to the podium to present the 2023 Budget and 2022 Tax Levy.

President Wolter opened the Public Hearing at 8:40 p.m.

Scott Hefle of Old Farm Road came to the podium and commented on the budget

Melanie Smythe of Cedar Lane came to the podium. She commented on the budget.

President closed the public hearing at 8:51 p.m.

NEW BUSINESS:

A. Resolution 39-2022, Resolution Approving the 2023 Village Budget.

Motion (Trustee Baum/Trustee R. Miller) to approve Resolution 39-2022, Resolution Approving the 2023 Village Budget.

Amendment Motion (Trustee J. Miller/Trustee Baum) to pull the two recommended Community Development positions. Trustees R. Miller, Baum, Neureuther, and Hudson voted no. Motion Fails.

Amendment Motion (Trustee Hudson/Trustee Pieper) to remove \$200,000 from the roads and remove the intern position. Motion Rescinded.

Amendment Motion (Trustee Pieper/Trustee J. Miller) to fix tile, police bathroom remodel, the toolboxes and remove interns for a total of \$76,000. Motion Rescinded.

Amendment Motion (Trustee Pieper/Trustee Baum) to remove 200,000 from road repair in highways to fund police and fire position. Motion Fails.

Amendment Motion (Trustee Pieper/J. Miller) to remove village hall repairs, police bathroom remodel, the interns, and the code enforcement officer. Motion Fails.

Amendment Motion (Trustee Hudson/Baum) to remove the Community Development Intern Position. Motion carried.

Roll Call Vote Carried to approve Resolution 39-2022, Approval of the 2023 Village Budget as amended. Roll Call Vote- Trustees Baum- No, Hudson-Yes, J. Miller-Yes, R. Miller- Yes, Myers- Yes, Neureuther- No, Pieper- No, Wolter- Yes. Motion Passes- 5 Yes, 3 No.

Motion (Trustee J. Miller) to reconsider motion to approve Resolution 39-2022, Resolution Approving the 2023 Village Budget. Roll Call Vote- Trustees Baum- No, Hudson-Yes, J. Miller- Yes, R. Miller- No, Myers- No, Neureuther- No, Pieper- Yes, Wolter- No. Motion Fails- 5 No, 3 Yes.

- B. Resolution 40-2022, Resolution Approving the Levying of Property Taxes for Village Purposes.**

Motion (Trustee Myers/Trustee Baum) to approve Resolution 40-2022, Resolution Approving the Levying of Property Taxes for Village Purposes. Motion passes. Trustees Neureuther and Pieper voted no.

Roll Call Vote Carried.

- C. Resolution 41-2022, Authorizing the Placement of Special Charges on the 2022 Tax Roll Against Certain Properties.**

Motion (Trustee Myers/Trustee Baum) to approve Resolution 41-2022, Authorizing the Placement of Special Charges on the 2022 Tax Roll Against Certain Properties. Motion Passes. Trustee Pieper voted no. Roll Call Vote Carried.

- D. Resolution 42-2022, Resolution approving an Amendment to the Project plan and Boundaries of Tax Incremental District No. 9.**

Emily Zandt came to the podium to present on the TID 9.

Phil Cosson of Ehlers came to the podium to present on the TID 9.

Motion (Trustee Myers/Trustee R. Miller) to approve Resolution 42-2022, Resolution approving an Amendment to the Project plan and Boundaries of Tax Incremental District No. 9.

**Roll Call Vote- Trustees Baum- Yes, Hudson-No, J. Miller-No, R. Miller- Yes, Myers- Yes, Neureuther- Yes, Pieper- No, Wolter- Yes. Motion Passes- 5 No, 3 No
Roll Call Vote Carried.**

E. Request for Stop Sign on Concord and Nigbor Intersection.

Jeremy Walker came up to the podium to request a stop sign at Concord and Nigbor.

Adam Stalker came up to the podium to request a stop sign at Concord and Nigbor.

Mike Skalke came up to the podium to request a stop sign at Concord and Nigbor.

Motion (Trustee Pieper/Trustee Hudson) call the question. Motion carried unanimously.

Motion (Trustee Pieper/ Trustee Hudson) to put a stop sign on Concord and Nigbor intersection. Trustee R. Miller and Trustee Neureuther voted no. Motion passed.

F. Administrator Performance Review – Process and Criteria. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

Motion (Trustee Pieper/ Trustee R. Miller) to Convene into closed session at 11:15 pm and include the Village Board, Village Administrator, and Village Attorney. Motion withdrawn.

Amendment Motion (Trustee Pieper/ Trustee J. Miller) to table to next village board. Motion carried unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, president Wolter adjourned the meeting at 11:20 p.m.

The next regular meeting of the Village Board will be on Monday, December 5, 2022, at 7:00 p.m.

Respectfully Submitted,
Angel Rettler

BUSINESS OF THE GENERAL GOVERNMENT & FINANCE COMMITTEE

MEETING DATE: November 21, 2022

PLACEMENT: New Business

ITEM TITLE: Insurance Renewal

SUBMITTED BY: Erin M. Hirn, Support Services Manager

SUMMARY EXPLANATION:

Last November, the board voted to switch our Insurance coverage from M3 Insurance to CVMIC (Cities/Villages Mutual Insurance Company) for 2022 for considerable saving as well as additional benefits they had to offer. Since then, MPIC has conducted building assessments on each of our buildings to give us an updated representation of the value of village assets. Staff also dedicated time to review and update documents to verify our current assets. We have received a \$7,000 grant from CVMIC for safety related measures we've taken from our email exchange migration and MFA implementation. We have also utilized their training opportunities from front end support to managers continued education within our organization. Below is a summary of the projected costs which have already been included in the 2023 budget, in various accounts across all departments.

		2021	2022	2023
Property	MPIC	\$ 54,818	\$ 39,382	\$ 61,533
Contractors Equipment	MPIC	\$ 12,000	\$ 6,914	\$ 6,063
Crime	Hanover	\$ 2,093	\$ 1,330	\$ 1,596
Equipment Breakdown	Travelers	\$ 4,863	\$ 5,504	\$ 6,473
Public Entity Liability	CVMIC			
General		\$ 41,085	\$ 90,000	\$ 91,800
Public Officials		\$ 27,251	Included	Included
Employment				
Practices		Included	\$ 6,765	\$ 7,780
Law Enforcement		\$ 9,461	Included	Included
Automobile		\$ 129,194	Included	Included
Automobile Physical				
Damage	CVMIC/MPIC	Included	\$ 51,623	\$ 57,456
Umbrella	Old Republic	\$ 56,600	\$ 6,630	\$ 7,956
Workers Compensation	CVMIC	\$ 279,341	\$ 245,519	\$ 183,626
Pollution			\$ 5,000	\$ 6,000
Dividend		\$ (27,793)	\$ (21,276)	\$ (21,276)
Annual Premiums		\$ 588,913	\$ 437,391	\$ 409,007

ACTION BY Committee

- Recommend approval to the Village Board.



Cities & Villages Mutual Insurance Company

Workers Compensation and Employers Liability Insurance Policy
2023 Premium Estimate Report

Insured: Germantown, Village of
Policy Number: CWC26052
Policy Period: 1/1/2023 to 1/1/2024
Reason for Report: Renewal Pricing
Type of Adjustment: 2023 Premium Estimate

State of Wisconsin

Classification	Subcategory	Premium Basis Estimated Total Annual Remuneration	Rates per \$100 of Remuneration	Estimated Annual Premium
7520 - Waterworks		435,363	3.15	13,714
7720 - Police		3,097,395	2.67	82,700
8810 - Clerical/Library Prof.		2,553,901	.17	4,342
9414 - Village Operations		1,998,342	4.73	94,522
7704 - Fireman Non-Vol		1,375,836	3.18	43,752
Total classification premium for the state				239,029
Total Payroll used for the 2023 Premium Estimate		9,460,837		
Premium for Increased Limits Part Two			100/500/100	-
Total Premium Subject to Experience Modification			.840	239,029
Premium modified to reflect Experience Modification of:				200,785
Total Estimated Standard Premium				200,785
Subject to Premium Discount				200,785
Less Premium Discount			8.7%	17,379
Estimated Annual Premium				183,406
Expense Constant				220
Total 2023 Estimated Annual Premium				\$183,626

Premium Apportionments	
City	
Utility	
Water	
Wastewater	

Experience Modification used is from that published for 2023
Rates used are effective 10/1/22



MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

RENEWAL POLICY QUOTE

Policy # 5002788_Q-3

Agent Dave Kodel

Named Insured and Principal Address:

Village of Germantown
N112 W16877 Mequon Rd
Germantown, WI 53022

Contact:

Erin Hirn
262-250-4750

Policy Period: 12:01 am 01/01/2023 to 01/01/2024

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open Replacement Cost	5,000	85,341,800	0.0721	61,533
Contractors Equipment - New Replacement Cost	1,000	2,756,072	0.22	6,063
Contractors Equipment valued under \$25,000	1,000	674,893	N/A	0
Business Income Schedule Attached	5,000	2,500,000	0.0326	815
Employee Tools Schedule Attached	1,000	60,000	0.125	100
Total Annual Premium		\$68,511		

Comments

This quote is your estimated renewal policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.



MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

DECLARATIONS

Policy # 5002788_Q-3

Replaces Policy #

Agent Dave Kodel

Item I. Named Insured and Principal Address: Contact:

Village of Germantown Erin Hirn
N112 W16877 Mequon Rd 262-250-4750
Germantown, WI 53022

Item II. Policy Period:

This Policy takes effect at 12:01 A.M., 01/01/2023, and expires at 12:01 A.M., 01/01/2024.

These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Coverages:

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open Replacement Cost	5,000	85,341,800	0.0721	61,533
Contractors Equipment - New Replacement Cost	1,000	2,756,072	0.22	6,063
Contractors Equipment valued under \$25,000	1,000	674,893	N/A	0
Business Income Schedule Attached	5,000	2,500,000	0.0326	815
Employee Tools Schedule Attached	1,000	60,000	0.125	100
Total Annual Premium	\$68,511	Billed to Insured		

Item IV. Forms and Endorsements made part of this policy at time of issue:

Form	Edition Date	Description
MPIC-001	01-2022	Municipal Property Insurance Company Policy
MPIC-002Q	09-2020	Municipal Property Insurance Company Policy Quote
MPIC-004	06-2016	Statement of Values
MPIC-004 CE	06-2016	Contractor's Equipment
MPIC-004 PITO	06-2016	Property in the Open
MPIC-006	04-2019	Joint Loss Agreement Endorsement
MPIC-008	04-2019	Cap Of Losses From Certified Acts Of Terrorism

MPIC-101	09-2022	Business Income Endorsement
MPIC-206	09-2021	Employee Tools Endorsement
MPIC-300	01-2020	Contractors Equipment New Replacement Cost Coverage Endorsement
MPIC-506	06-2016	Coverage of Computer-Related Losses Endorsement
MPIC-510	01-2019	Tax Lien Property Coverage
MPIC-511	04-2019	Leased Property Coverage

Item V. Loss Payees:

Item VI. Variable Coverage Schedules:

Business Income	
Blanket BI - Blanket BI	2,500,000
	2,500,000
Employee Tools	
Matt Kolbow - Public Works	20,000
Travis Koller - Public Works	20,000
Mitchell Cook - Public Works	20,000
	60,000

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 85,341,800

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
1		LIFT STATION #2					
	1	LIFT STATION #2 15840 BURR OAK GERMANTOWN WI 53022	1964	1	0	\$191,800	\$0
		LIFT STATION #2 (1) Total				\$191,800	\$0
2		SALT SHED Hwy DEPT STRG					
	1	SALT SHED Hwy DEPT STRG Division Rd West of Village Germantown WI 53022	1980	1	3,300	\$181,500	\$9,300
		SALT SHED Hwy DEPT STRG (2) Total				\$181,500	\$9,300
3		KINDERBERG Park					
	1	Mechanical N106W15060 Buckthorn Dr. Germantown WI 53022	2004	1	140	\$11,200	\$15,100
	2	Park Bldg N106W15060 BUCKTHORN DR. GERMANTOWN WI 53022	1999	1	1,624	\$458,300	\$5,000
	3	Tennis N106W15060 BUCKTHORN DR./ DONGES BAY RD GERMANTOWN WI 53022	2003	1	48	\$5,400	\$3,000
		Property in the open					\$650,000
		KINDERBERG Park (3) Total				\$474,900	\$673,100
4		DHEINSVILLE Hist. Park					
	1	Bast Bell Museum N128 W18780 HOLY HILL RD GERMANTOWN WI 53022	1999	2	4,280	\$719,600	\$0
	2	DHEINSVILLE Hist. Park N128 W18780 Holy Hill Rd Germantown WI 53022	0	0	0	\$13,300	\$202,700
	3	DHEINSVILLE Hist. Park N128 W18780 Holy Hill Rd Germantown WI 53022	1950	1	441	\$42,300	\$2,600
	4	Festhalle Park Shelter N128 W18780 HOLY HILL RD GERMANTOWN WI 53022	2021	1	11,200	\$745,500	\$0
	5	Wolf N128 W18780 HOLY HILL RD GERMANTOWN WI 53022	1854	2	1,962	\$483,000	\$0
		Property in the open					\$329,000
		DHEINSVILLE Hist. Park (4) Total				\$2,003,700	\$534,300

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 85,341,800

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
5		WELL HOUSE #4					
	1	WELL HOUSE #4 N106 W16730 OLD FARM RD GERMANTOWN WI 53022	1980	1	736	\$550,400	\$0
		WELL HOUSE #4 (5) Total				\$550,400	\$0
6		Municipal Bldg					
	1	Municipal Bldg Annex N112 W16877 MEQUON RD GERMANTOWN WI 53022	1982	1	7,671	\$1,716,400	\$168,500
	2	Police Dept. Garage N112 W16877 MEQUON RD GERMANTOWN WI 53022	1980	1	20,974	\$7,144,800	\$1,288,800
	3	Police Impound N112 W16877 Mequon Rd Germantown WI 53022	0	0	0	\$144,800	\$0
		Property in the open					\$10,400
		Municipal Bldg (6) Total				\$9,006,000	\$1,467,700
7		GERMANTOWN Comm. Library					
	1	GERMANTOWN Comm. Library N11 W16957 MEQUON RD GERMANTOWN WI 53022	2000	1	28,571	\$8,372,700	\$4,270,400
		Property in the open					\$80,000
		GERMANTOWN Comm. Library (7) Total				\$8,372,700	\$4,350,400
8		WELL HOUSE #11					
	1	WELL HOUSE #11 N112 W13575 MEQUON RD GERMANTOWN WI 53022	2010	1	3,568	\$2,304,900	\$150,000
		WELL HOUSE #11 (8) Total				\$2,304,900	\$150,000
9		Village HALL					
	1	Village HALL N112 W17001 MEQUON RD GERMANTOWN WI 53022	1999	1	15,500	\$4,442,000	\$692,000
		Village HALL (9) Total				\$4,442,000	\$692,000
10		Survive Alive House - Fire St. #2					
	1	Survive Alive House - Fire St. #2 N115 W18700 EDISON DR. GERMANTOWN WI 53022	2003	2	3,415	\$662,200	\$138,500
		Survive Alive House - Fire St. #2 (10) Total				\$662,200	\$138,500
11		Fire Station #2					

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 85,341,800

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	1	Fire St. #2 N115W18752 EDISON DR. GERMANTOWN WI 53022	2001	1	11,080	\$2,637,500	\$473,500
	2	Training station N115W18752 EDISON DR. GERMANTOWN WI 53022	2001	2	976	\$340,700	\$0
		Fire Station #2 (11) Total				\$2,978,200	\$473,500
12		TREATMENT PLANT					
	1	TREATMENT PLANT N116 W17230 MAIN ST GERMANTOWN WI 53022	1956	1	1,500	\$287,900	\$100,000
		TREATMENT PLANT (12) Total				\$287,900	\$100,000
13		Main St LIFT STATION					
	1	Main St LIFT STATION N116 W17235 MAIN ST GERMANTOWN WI 53022	1986	1	1,566	\$1,728,200	\$0
		Main St LIFT STATION (13) Total				\$1,728,200	\$0
14		Lift Station #6					
	1	Lift Station #6 N112 W16877 MEQUON RD. CTY LINE RD GERMANTOWN WI 53022	1975	1	150	\$869,400	\$0
		Lift Station #6 (14) Total				\$869,400	\$0
15		Wastewater Utility/DPW					
	1	DPW BUILDING #2 N122 W17177 FOND DU LAC AVE. GERMANTOWN WI 53022	1980	1	11,520	\$601,300	\$139,000
	2	DPW BUILDING #3 N122 W17177 FOND DU LAC AVE. GERMANTOWN WI 53022	1960	1	5,225	\$314,700	\$50,000
	3	DPW BUILDING #4 N122 W17177 FOND DU LAC AVE. GERMANTOWN WI 53022	2001	1	9,600	\$619,900	\$170,000
	4	DPW BUILDING #5 (ADD01) N122 W17177 FOND DU LAC AVE. GERMANTOWN WI 53022	2010	1	5,525	\$354,200	\$110,000
	5	DPW MAIN BUILDING #1 N122 W17177 FOND DU LAC AVE. GERMANTOWN WI 53022	1960	2	9,830	\$2,016,900	\$252,000
	6	Wastewater Utility/DPW N122 W17177 Fond Du Lac Ave. Germantown WI 53022	1950	1	800	\$88,000	\$28,300
		Wastewater Utility/DPW (15) Total				\$3,995,000	\$749,300

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 85,341,800

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
16		METERING STATION					
	1	METERING STATION N96W12401 CTY LINE RD GERMANTOWN WI 53022	1993	1	100	\$153,700	\$0
		METERING STATION (16) Total				\$153,700	\$0
17		ALT BAUER Park					
	1	ALT BAUER Park W165N10749 Wagon Trl Germantown WI 53022	2003	1	48	\$5,000	\$219,900
		Property in the open					\$302,500
		ALT BAUER Park (17) Total				\$5,000	\$522,400
18		FRIEDENFELD Park					
	1	FRIEDENFELD Park W140 N11492 COUNTRY AIRE DR. GERMANTOWN WI 53022	2002	1	720	\$42,600	\$0
	2	FRIEDENFELD Park W140 N11492 Country Aire Dr. Germantown WI 53022	2005	1	0	\$7,800	\$1,300
		Property in the open					\$145,000
		FRIEDENFELD Park (18) Total				\$50,400	\$146,300
19		WELL HOUSE #2					
	1	GENERATOR BUILDING (ADD01) W158 N11371 POTOMAC CIR. GERMANTOWN WI 53022	2000	1	0	\$119,400	\$0
	2	WELL HOUSE #2 W158 N11371 POTOMAC CIR. GERMANTOWN WI 53022	1970	1	704	\$352,900	\$0
		WELL HOUSE #2 (19) Total				\$472,300	\$0
20		SPASSLAND Park					
	1	SPASSLAND Park - Shelter/Restroom W160 N9998 COLONIAL DR. GERMANTOWN WI 53022	2013	1	832	\$220,100	\$75,000
		Property in the open					\$359,800
		SPASSLAND Park (20) Total				\$220,100	\$434,800
21		Fire Department Office					
	1	Fire Dept. - Office W162 N11810 PARK AVE. GERMANTOWN WI 53022	1950	1	1,650	\$253,900	\$0
	2	Storage Bldg W162 N11810 Park Ave. Germantown WI 53022	1980	1	270	\$9,500	\$3,100

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 85,341,800

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
Fire Department Office (21) Total						\$263,400	\$3,100
22	<i>Fire Station #1</i>						
	1	FIRE Dept. - Storage W162 N11862 Park Ave. Germantown WI 53022	1980	1	270	\$9,500	\$3,100
	2	FIRE Dept.- Fire Station #1 W162 N11862 PARK AVE. GERMANTOWN WI 53022	1950	1	8,640	\$1,512,900	\$65,000
	3	FIRE Dept.- Restroom W162 N11862 Park Ave. Germantown WI 53022	1997	1	576	\$129,600	\$2,600
	4	Maintenance Garage W162 N11862 Park Ave. Germantown WI 53022	1950	1	1,050	\$84,000	\$174,900
Fire Station #1 (22) Total						\$1,736,000	\$245,600
23	<i>Pavillion 2 - Gehl Performing Arts</i>						
Pavillion 2 - Gehl Performing Arts (23) Total						\$0	\$0
24	<i>Sr CITIZENS ACTIVITY Cr</i>						
	1	Sr CITIZENS ACTIVITY Cr W162 N11960 PARK AVE. GERMANTOWN WI 53022	1978	1	9,769	\$2,352,800	\$223,500
Sr CITIZENS ACTIVITY Cr (24) Total						\$2,352,800	\$223,500
25	<i>OLD FARM PKG LIFT STATION</i>						
	1	OLD FARM PKG LIFT STATION W172 N10591 DIVISION RD GERMANTOWN WI 53022	1986	1	1,400	\$1,740,900	\$0
OLD FARM PKG LIFT STATION (25) Total						\$1,740,900	\$0
26	<i>Wastewater Utility</i>						
	1	Salt Dome W172 N12217 Division Rd Germantown WI 53022	1999	1	5,281	\$264,100	\$7,300
	2	Storage W172 N12217 Division Rd Germantown WI 53022	1980	1	897	\$35,900	\$10,300
	3	Telephone Bldg W172 N12217 Division Rd Germantown WI 53022	0	0	0	\$82,700	\$82,700
Wastewater Utility (26) Total						\$382,700	\$100,300
27	<i>WELL HOUSE #3</i>						
	1	WELL HOUSE #3	2006	1	3,485	\$2,401,800	\$170,000

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 85,341,800

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		W180 N11625 RIVER LN. GERMANTOWN WI 53022					
		WELL HOUSE #3 (27) Total				\$2,401,800	\$170,000
28		<i>Village Comm. Bldg</i>					
	1	Village Comm. Bldg W188 N11590 Maple Rd Germantown WI 53022	2002	1	144	\$36,000	\$23,300
		Village Comm. Bldg (28) Total				\$36,000	\$23,300
29		<i>LIFT STATION #3</i>					
	1	LIFT STATION #3 W188 N9811 APPLETON AVE. GERMANTOWN WI 53022	1988	1	0	\$337,600	\$0
		LIFT STATION #3 (29) Total				\$337,600	\$0
30		<i>LIFT STATION #7</i>					
	1	LIFT STATION #7 W191 N10900 KLIENMANN DR. GERMANTOWN WI 53022	2005	1	0	\$597,600	\$0
		LIFT STATION #7 (30) Total				\$597,600	\$0
31		<i>WELL HOUSE #6</i>					
		WELL HOUSE #6 (31) Total				\$0	\$0
32		<i>WELL HOUSE #5</i>					
	1	WELL HOUSE #5 W168N11283 WESTERN AVE. GERMANTOWN WI 53022	1970	1	576	\$382,200	\$0
		WELL HOUSE #5 (32) Total				\$382,200	\$0
33		<i>WIEDENBACH Park</i>					
		Property in the open					\$110,000
		WIEDENBACH Park (33) Total				\$0	\$110,000
34		<i>HAUPT STRASSE Park</i>					
		Property in the open					\$381,000
		HAUPT STRASSE Park (34) Total				\$0	\$381,000
35		<i>SCHOEN LAUFEN Park</i>					
		Property in the open					\$20,000
		SCHOEN LAUFEN Park (35) Total				\$0	\$20,000
36		<i>Lift Station #9</i>					
		Lift Station #9 (36) Total				\$0	\$0
37		<i>Lift Station #8</i>					
		Lift Station #8 (37) Total				\$0	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 85,341,800

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
38		<i>BUSINESS Park</i>					
		BUSINESS Park (38) Total				\$0	\$0
39		<i>WATER TOWER #3</i>					
	1	WATER TOWER #3 N112 W13575 MEQUON RD. GERMANTOWN WI 53022	2003	1	0	\$4,975,500	\$0
		WATER TOWER #3 (39) Total				\$4,975,500	\$0
40		<i>ELEV WATERSPHEROID TANK #1</i>					
	1	WATER TOWER #1 W188 N11600 MAPLE RD GERMANTOWN WI 53022	1991	1	0	\$2,251,900	\$0
		ELEV WATERSPHEROID TANK #1 (40) Total				\$2,251,900	\$0
41		<i>TANK, WATER ELEVATED #2</i>					
	1	WATER TOWER #2 N101 W15201 STARLITE DR. GERMANTOWN WI 53022	1989	1	0	\$2,274,500	\$0
		TANK, WATER ELEVATED #2 (41) Total				\$2,274,500	\$0
42		<i>Wrenwood Life Station</i>					
	1	Wrenwood Life Station N114W14421 WRENWOOD CT GERMANTOWN WI 53022	2020	1	900	\$825,300	\$0
		Wrenwood Life Station (42) Total				\$825,300	\$0
43		<i>Booster Auxiliary Water Pump Station</i>					
	1	Booster Auxiliary Water Pump Station GOLDENDALE RD GERMANTOWN WI 53022	2018	1	0	\$208,800	\$0
		Booster Auxiliary Water Pump Station (43) Total				\$208,800	\$0
44		<i>DPW</i>					
		DPW (44) Total				\$0	\$0
45		<i>Firemans Park</i>					
	1	Firemen's Park Shelter W162 N11862 Park Ave GERMANTOWN WI 53022	2020	1	4,140	\$1,137,700	\$28,900
	2	Pavillion 2 - Gehl Performing Arts W162 N11862 PARK AVE. GERMANTOWN WI 53022	2020	1	628	\$461,600	\$10,000
		Firemans Park (45) Total				\$1,599,300	\$38,900

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 85,341,800

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
46		Village Wide					
		Property in the open					\$11,552,000
		Village Wide (46) Total				\$0	\$11,552,000
47		WELL HOUSE #7					
	1	WELL HOUSE #6 W168N11301 WESTERN AVE. GERMANTOWN WI 53022	1970	1	960	\$715,900	\$0
		WELL HOUSE #7 (47) Total				\$715,900	\$0
Building Subtotal							\$62,032,500
Contents Subtotal							\$9,369,600
Property in the Open Subtotal							\$13,939,700
Building, Contents and PITO Total							\$85,341,800

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
3	<i>KINDERBERG Park</i>		
	Basketball Court		\$30,000
	Park Shelter		\$30,000
	Playground		\$180,000
	Splash Pad		\$150,000
	Tennis Courts (4)		\$260,000
	KINDERBERG Park (3) TOTAL		\$650,000
4	<i>DHEINSVILLE Hist. Park</i>		
	Archery		\$4,000
	Festhalle		\$310,000
	Park Gazebo		\$15,000
	DHEINSVILLE Hist. Park (4) TOTAL		\$329,000
6	<i>Municipal Bldg</i>		
	Autel Evo Nano + MDA2 Drone, Serial # 2AGNTMDA2409A		\$900
	Autel Robotics Evo II Enterprise 640T Drone, Serial # H9R92143496		\$9,500
	Municipal Bldg (6) TOTAL		\$10,400
7	<i>GERMANTOWN Comm. Library</i>		
	Village Electronic Message Center (Sign)		\$80,000
	GERMANTOWN Comm. Library (7) TOTAL		\$80,000
17	<i>ALT BAUER Park</i>		
	Basketball Court		\$30,000
	Basketball Court		\$30,000
	Fence around tennis courts		\$30,000
	Pedestrian bridge		\$7,500
	Playground		\$75,000
	Tennis Courts (2)		\$130,000
	ALT BAUER Park (17) TOTAL		\$302,500
18	<i>FRIEDENFELD Park</i>		
	Fence around baseball field		\$70,000
	Playground		\$75,000
	FRIEDENFELD Park (18) TOTAL		\$145,000
20	<i>SPASSLAND Park</i>		
	Basketball Courts (2)		\$60,000
	Disc Golf Nets		\$1,800
	Disc Golf Pads		\$18,000
	Fence around tennis courts		\$30,000
	Park Shelter		\$30,000
	Playground		\$90,000
	Tennis Courts (2)		\$130,000

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
	SPASSLAND Park (20) TOTAL		\$359,800
33	<i>WIEDENBACH Park</i>		
	Basketball Court		\$30,000
	Fishing Pier		\$5,000
	Playground		\$75,000
	WIEDENBACH Park (33) TOTAL		\$110,000
34	<i>HAUPT STRASSE Park</i>		
	Ball field lighting		\$41,000
	Fencing around ball field		\$60,000
	Fencing around Pickleball courts		\$30,000
	Pickleball Courts		\$130,000
	Picnic Shelter		\$20,000
	Playground		\$75,000
	Skate Park		\$25,000
	HAUPT STRASSE Park (34) TOTAL		\$381,000
35	<i>SCHOEN LAUFEN Park</i>		
	Picnic Shelter		\$20,000
	SCHOEN LAUFEN Park (35) TOTAL		\$20,000
46	<i>Village Wide</i>		
	1,444 Fire Hydrants @ \$8,000 each		\$11,552,000
	Village Wide (46) TOTAL		\$11,552,000
	PROPERTY IN THE OPEN TOTAL		\$13,939,700

CONTRACTOR'S EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
1974 Hyster A091 Rubber Tire Roller, S/N:A-091-C-2298-U	\$65,242
1980 Klauer VP-3D Snowblower, S/N:3277	\$101,894
1990 John Deere 624E End Loader w/Plow 7 Wing, S/N:DW624EH531195	\$182,847
1991 Chilton CHILTON TRAILER 6000 LBS, S/N:14DBE1620MV000239	\$8,000
1991 Holden HOLDEN 4 TON TANDEM TRAILER, S/N:911175	\$8,000
1991 Klauer MP3D Rotary Snow Remover, S/N:3487	\$83,857
1992 Tramac BRN125 Hydraulic Hammer	\$18,434
1994 Felling FT7W FELLING FT7W TANDEM TRAILER, S/N:1F9FS1428S1072313	\$8,000
1996 Case Bucket for Case Loader	\$20,034
1996 Felling FT10W FELLING FT10W TANDEM, S/N:1F9FS1422T1072700	\$8,000
1996 Ingersall Rand P1852JD Air Compressor, S/N:268068UHG327	\$16,182
1998 CH & E T216 Trash Pump, S/N:5107139	\$15,713
1998 Genie Platform, Aerial Work	\$9,879
1998 Wacker PT6LT Pump Trash 6", S/N:1W9PS0519WM203044	\$18,701
1999 Case 621C Case Loader, S/N:JEE0092744	\$125,167
1999 Pace American CA16864 Enclosed 7000 lbs Gray Trailer pumps, S/N:40LUB1426YP060388	\$9,000
1999 Pace American CS612SA Enclosed Single axle trailer voting equipment, S/N:40LFB1214XP055143	\$5,000
1999 Pace American SC8520TA3 Enclosed Trailer 20Ft. Water break, S/N:40LWB2024XP052034	\$15,077
1999 Toro 5020 Sand Pro, S/N:08886-90465	\$18,032
2000 Caterpillar XQ225 Portable Generator, S/N:E36HVA04	\$89,046
2000 Felling FT-10LE FT-10LE TANDEM TRAILER	\$8,000
2000 John Deere 250 Skidsteer Loader, S/N:KV0250E251509	\$36,847
2001 Protech Shoring Box	\$7,348
2002 Haulmark CB6X10DS2 Enclosed single axle trailer Red, S/N:16HCB10152H090683	\$5,000
2002 Liebherr A904 Backhoe Excavator, S/N:WLHZ0666ZZK013392	\$189,670
2002 Rotobec 5609 MUL-C-3 Brush Grapple Attachment, S/N:4J09-034	\$8,547
2002 SEFAC 120M65BL Truck Lift, S/N:PME412065...B	\$29,385
2003 Behnke DT81X12E602 Dump Trailer 12,000LBS, S/N:4L5ST16293F005059	\$9,429
2003 Prospan Shoring	\$9,216
2004 Pace American WS58HD Enclose single axle trailer water confined eq., S/N:40LFB08124P104112	\$5,000
2004 Rex 98000 Hydraulic Valve Turner, S/N:11404	\$7,100
2004 UEMSI SRX-C Easement Attachment-Hose Reel	\$15,713
2005 Caterpillar BML02523 Backhoe Loader w/Attachments, S/N:CAT0430DKBML02523	\$75,429
2005 Manitowoc MW12CF Truck Lift, S/N:10003	\$6,181
2005 Trackless MT5T TRACKLESS MT5T, S/N:3176	\$130,000
2006 John Deere SO42569A 60" Trancher w/Rock Chain, S/N:KVTR60X100151	\$7,100
2007 Pipe Hunter 2834V5 Valve Exerciser	\$47,332
2007 Summa S75T Sign Making System-Cutter	\$9,467
2007 Trafftech PRA39 Sign Making System-Roller	\$5,915
2008 Bradco 4425 Tree Mover/Planter	\$16,747
2008 Con-Cor RSC CC3700 Diamond Concrete Saw, S/N:138089	\$20,098
2008 Joun Deere 1445 Tractor/snowblower, S/N:TC1445D080476	\$22,330
2008 Seiler Instrument 92720168 S6 Robotic Total Station Survey	\$49,127
2008 Toyota 8FDU30 Forklift, S/N:10184	\$20,298
2010 John Deere 997 60" Mower, S/N:TC997SB055087	\$13,067
2010 John Deere 997 72" Mower, S/N:TC997SC055329	\$13,386
2010 Seiler Instrument R6301-5- Trimble GPS Rover #1	\$19,143
2010 Seiler Instrument R6301-50 Trimble GPS Rover #2	\$19,143
2011 Panther TP12KC-D 12 K Lift, S/N:2011JUL0056	\$7,857

CONTRACTOR'S EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
2012 John Deere 6430 Comfortgaurd Tractor/mower, S/N:1L06430KCKK720233	\$78,375
2012 John Deere-Brooks 644K 664K Wheel Loader-Brook, S/N:1DW644KZCCE647364	\$304,091
2013 Kubota ZD326P-60 Zero Trun Mower, S/N:37604	\$11,971
2013 Kubota ZD326P-60 Zero Turn Mower, S/N:37595	\$11,971
2013 PJ C5 7 x 18 Flatbed Utility Trailer, S/N:3CVC51822D2506997	\$4,288
2013 Stalker Radar Message Center, S/N:1P91F1018DG301233	\$17,654
2013 Takeuchi TB153FR Mini-Excavator, S/N:158301673	\$71,904
2013 Wacker RD27-120 Vibrating Asphalt Compacter, S/N:20002085	\$32,504
2014 Crafc0 SS125D Diesel Melter Crack Filling Machine, S/N:1C9SY1017E1418339	\$39,784
2014 Ellis 1600 Mitre Band Saw, S/N:16141 0383	\$3,400
2014 Scotchman 12012-24M Ironworker 120 ton Punch, S/N:51084M0714	\$30,701
2015 Maclean 9Z4327 MV4 Z-Misc MV4 Trackless mower w/plow, S/N:1324	\$144,878
2015 PowerLiner PL6950 Paint Stripper, S/N:1539700009	\$7,700
2016 John Deere 5075M Utility Tractor/Sweeper & 8ft broom, S/N:1LV5075MCGG400163	\$67,877
2016 Millermatic 350P Welder, Cable & Spoolgun, S/N:MF480033T	\$5,097
2016 Vermeer 150012VP Brush Chipper, S/N:1VR2161V2G1006731	\$56,165
2017 Blue Diamond CP 24-160230 Blue diamond cold planer, S/N:40686	\$21,000
2017 Kubota ZD1211R Kubota ZD1211R, S/N:20124	\$14,000
2017 Kubota ZD1211R Kubota ZD1211R, S/N:20125	\$14,000
2017 Kubota SVL-75 SVL752HFWC Track Loader Skid Steer, S/N:32190	\$83,000
2017 Schulte SMR-800 Schulte Multirake SMR-800, S/N:R500100656609	\$11,000
2017 Towmaster T-12DT Tilt Bed Trailer, S/N:4KNNTT1629HL161435	\$8,095
2018 RSS RT508 Compost Revolver Screener, S/N:RT20170146	\$70,000
2018 Towmaster T-40TA Tilt bed trailer, S/N:4KNNTT2429JL160073	\$25,000
2019 B&B enterprises 1315 short tandem 1000 gallon tank trailer, S/N:4L5TT1725KF049285	\$7,000
2019 Wanco WTSP Wanco Solar Arrow Baord, S/N:5F11S1010K1005742	\$5,000
2020 Falcon 4 ton Hot box Trailer/w tack sprayer , S/N:1F9P41720LM339163	\$50,000
2020 MacLean MV4.1 Maclean MV4.1, S/N:1442	\$164,000
2021 Takeuchi TB290 Takeuchi TB290 Excavator, S/N:185107907	\$105,000
2021 Bobcat ZT7000 bagger mower 999701200157	\$16,300
2021 Bobcat ZT7000 mower 999701200159	\$12,700
2021 Carry-On Trailer VIN:4YMB0819MM024371	\$2,500
2021 Furukawa Rock Drill F6-FSP Kent F-6 Breaker 5252, S/N:F6-15252	\$12,000
2021 Hitachi ZW180-6 Wheel loader RYUPD860LH8405575	\$166,000
2021 Kubota LX3310 HSD w/loader KBUB8BHCHM1M14596	\$43,000
2021 KUBOTA LX3310 LOADER WITH SNOWBLOWER SERIAL #KBUB8BHCHM1M14596	\$42,950
2022 80X18 7K Aluminum Deluxe 5LEB1UG23N1217035	\$7,000
2022 Stanley Hyd. power unit HP8BA 3379	\$13,100
2022 TOWMASTER TANDEM TRAILER VIN# 4KNBT272916133	\$9,980

CONTRACTOR'S EQUIPMENT TOTAL

\$2,756,072

MUNICIPAL PROPERTY INSURANCE COMPANY

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MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562

Policy Provisions

Read the entire policy carefully to determine rights, duties, and what is and what is not “covered.” Several provisions in this policy restrict coverage.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown on the Declarations page. The words “we”, “us” and “our” refer to Municipal Property Insurance Company. Other words and phrases that appear in quotation marks have special meaning. Refer to Section IX, Definitions, and Section IV. Definition of “Contractors Equipment”.

In consideration of the provisions of this policy, the payment of premium, receipt of a statement of values, “Property in the Open” schedule and/or contractors equipment detail, we insure those named on the Declaration page for the coverages defined in this policy, during the policy term stated on the Declarations Page.

SECTION I – PERILS “COVERED” Coverage: This policy insures against sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

SECTION II – DEDUCTIBLE

The amount shown as deductible on the Declarations page shall be deducted from the claim for each “occurrence”.

If more than one coverage under this policy applies to the same “occurrence”, then the deductible will be calculated as follows: we will determine which coverage accounts for the largest proportion of the loss, and only the deductible associated with the largest portion of the loss will apply, unless otherwise stated.

SECTION III – AMOUNT OF COVERAGE

With regard to “buildings”, personal property regardless of its location, and “Property in the Open”:

The amount of coverage shall be limited as stated in Sections IV, V and VII.

Unless limited by other provisions of this policy or by endorsement, “buildings”, personal property, and “Property in the Open”, are subject to an “occurrence” limit of 125% of the Total Insured Value shown on the Statement of Values.

SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE

Subject to the terms, conditions, limitations and exclusions in the policy, this policy covers:

- A. “Buildings” and structures listed on the Statement of Values.
- B. Non-Owned Property. “Buildings” and structures listed on the Statement of Values for which you may be contractually liable in the event of damage or destruction and which are in your care, custody or control and being used for a legitimate governmental purpose.
- C. Personal property you own or are legally responsible for insuring.
- D. “Property in the Open”. The amount we will pay for “Property in the Open” is limited to \$10,000 per “occurrence”. However, this \$10,000 limitation per “occurrence” does not apply to items listed separately on the Statement of Values “Property in the Open” detail list.

- E. Leased property improvements and betterments at locations listed on the Statement of Values. In the event improvements or betterments made by you are damaged or destroyed during the term of this policy by an insured peril, our liability will be determined as follows:
1. If you elect to repair or replace a damaged improvement or betterment, actual repair or replacement must be made as soon as reasonably possible after the loss or damage occurs, but not to exceed two (2) years unless the time is extended in writing by us.
 2. If the improvements or betterments are not repaired or replaced, we will pay a fraction of the original cost of the improvement. The fraction will be proportional to the remaining term of the lease as of the date of loss.
- F. The cost of removing debris when "covered" property is destroyed or damaged by an insured peril. However, unless otherwise provided for in this policy, debris removal does not apply to costs:
1. To extract "pollutants" or "contaminants" from land or water; or
 2. To remove, restore or replace land or water containing or affected by "pollutants" or "contaminants"; or
 3. For asbestos cleanup, removal or abatement.
- G. The cost to repair or replace foundations of "buildings", structures, machinery or boilers, provided that those foundations are beneath the basement level or underground.

The most we will pay for any "occurrence" under this section is \$100,000.

- H. The cost of excavation, grading or filling related to an "occurrence", the most we will pay under this coverage is \$50,000.
- I. Lawns, trees, shrubs, and plants if within 100 feet of an insured "building". The amount we will pay is limited to \$500 for any one tree, shrub, or plant and \$1,000 for lawn damage up to a maximum of \$25,000 per "occurrence"
- J. "Contractors Equipment", as defined in Section X., that you own or are legally responsible for insuring up to a limit of \$25,000 for each item including its attachment(s). Equipment not listed in Section X. is considered personal property and is "covered" the same way as your other personal property. See Section IV.C.

Coverage, in excess of the \$25,000 per item, is provided only if the equipment is scheduled and a premium for the coverage is shown on the Declarations page, unless the equipment is newly acquired during the current policy period, provided your interest is not covered under any other policy of insurance.

- K. "Valuable Records" that are your property or property of others in your care, custody, or control.

We will also pay for:

1. Expenses necessary to research and recreate lost "valuable records"; and
2. Expenses necessary for transcribing or copying lost "valuable records" from available secondary sources.

We will not pay for losses caused by errors, omissions, or negligence in processing or copying.

- L. Employees' Personal Property. We will cover personal property owned by your employees while on your premises if that employee's property is not covered by other insurance. The maximum coverage for property owned by any one employee is \$500. The coverage limit for each "occurrence" is \$10,000.

- M. Personal property owned by someone other than you or your employees, if the personal property is not covered by other insurance, while it is in your care, custody, or control and while it is on the premises described in the Statement of Values. The coverage limit per "occurrence" for all such property is \$10,000.
- N. "Extra Expense". Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of \$10,000,000 (unless a higher limit has been established by endorsement) under this "extra expense" coverage subject to the following:

We will pay "Extra Expense" to allow you to continue "operations" at:

1. Your insured premises; or
2. Replacement premises; or
3. Temporary premises you use while your insured premises are being restored.

Costs to relocate, or to equip and operate the premises in N.2 or N.3, are covered.

Adjustment of any loss under this coverage will reflect the salvage value of property that you obtained for use while your property was being restored and that you retain after the resumption of normal "operations".

- O. "Buildings" or structures acquired by you during the policy period at any location, provided your interest is not covered under any other policy of insurance.
- P. Remodeling and repairs to existing buildings listed on the Statement of Values, unless the work involves an increase in square footage or a change in the footprint of the building or foundation.
- Q. Underground fiber optic cable. We will pay for the repair or replacement of underground fiber optic cable within 1,000 feet of your "building" when loss of or damage to the cable is caused by a "covered" peril.
- R. Refrigerated Property. We will pay for loss or damage you sustain from spoilage of refrigerated or perishable property you own or are legally responsible to insure, if the spoilage is due to:
1. Contamination by a refrigerant; or
 2. Temperature change due to:
 - a. Mechanical breakdown or failure of refrigeration systems;
 - b. Burning out of electric motors;
 - c. Blowing of fuses or circuit breakers;
 - d. The breakdown or malfunction of the equipment or apparatus connecting or controlling refrigeration systems, electrical motors, or electrical power; or
 - e. Complete or partial lack of power to operate the refrigeration systems.

- S. Ordinance or Law Coverage.

Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of \$5,000,000 (unless a higher limit has been established by endorsement) for the increased cost to repair, rebuild or reconstruct "covered" property caused by enforcement of or compliance with a building, zoning or land use ordinance or law subject to the following:

1. We will also pay for loss or damage to the undamaged portion of a "covered" "building" or structure caused by enforcement of or compliance with any ordinance or law that:
 - a. Requires the demolition of parts of the same "building" or structure not damaged by an insured peril;
 - b. Regulates the construction or repair of "buildings" or structures, or establishes zoning or land use requirements at the described premises; and
 - c. Is in force at the time of loss or damage.
2. The following conditions apply to this coverage and must be met before we will make payment:
 - a. You must actually repair or replace the "covered" property; and
 - b. You must repair or replace the property as soon as reasonably possible after the loss or damage. Unless we consent to writing, this time period may not exceed two years.
3. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
4. The most we will pay under this coverage is the increased cost of construction at the same site, unless an ordinance or law requires relocation to another site, in which case the most we will pay is the increased cost of construction at the new site.
5. If the property is repaired or replaced on the same or another site, we will not pay more for loss or damage to "covered" property, including loss caused by enforcement of or compliance with an ordinance or law, than the amount you actually spend to repair or rebuild the "building" or structure to the minimum standards required by the ordinance or law. In no event will we pay more than the following:
 - a. For a "historical building":
 - 1) The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or
 - 2) The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style.
 - b. For all other "covered" "buildings" or structures, the cost of repairing or rebuilding at the same site a "building" or structure of the same height, square footage, style and quality as the "covered" property at the time of the loss or damage.
6. If the property is not repaired or replaced, we will not pay more for loss or damage to "covered" property, including loss caused by enforcement of or compliance with an ordinance or law, than the "actual cash value" of the "covered" property at the time of the loss or damage.
7. We will not pay for the cost of compliance with any ordinance or law that requires:
 - a. Repairing, remediating, or tearing down property due to "contaminants" or "pollutants" or resulting from the presence or spread of "fungus", wet or dry rot, viruses, bacteria, or other microorganisms; or,
 - b. Testing for, monitoring, or cleaning up "pollutants", "contaminants", wet or dry rot, "fungus", viruses, bacteria, or other microorganisms.

T. Limited Coverage for Unscheduled "Buildings"

For unscheduled "buildings" not on the Statement of Values, coverage will be provided up to \$1,000,000 for a covered loss.

It is a condition of this coverage that the "buildings" be scheduled when discovered. In addition, you must pay any unpaid premium on the unscheduled "buildings" back to policy inception.

This coverage does not apply when:

1. The insured intentionally left the "buildings" unscheduled; or
2. The insured could have discovered with reasonable diligence that the "buildings" had unintentionally been left unscheduled.

This provision does not apply to "buildings" or structures acquired by you during the policy period as coverage for these items is provided in Section IV.O. in this policy.

U. Electronic data processing equipment, "electronic data" and "computer programs" consisting of the following:

1. Electronic data processing equipment owned by or leased to you, including its component parts and similar property of others for which you are legally liable;
2. Your "electronic data", "computer programs" and similar property of others for which you are legally liable.
3. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents that were converted to "electronic data".
4. We will also pay for:
 - a. Expenses necessary to research and recreate lost "electronic data";
 - b. Expense for copying lost "electronic data" from available secondary sources.
5. We will not cover:
 - a. "Electronic data" or "computer programs" which cannot be replaced with others of the same kind or quality;
 - b. Losses caused by errors, omissions, or negligence in processing or copying; or,
 - c. Accounts that are your records of accounts receivables.

V. Fire Department Charges.

We will reimburse you up to \$25,000 at each premises for charges of each fire department involved in containing a fire or other "covered" loss to which this insurance applies. No deductible applies to this reimbursement.

W. Asbestos Cleanup, Abatement and Removal.

We will pay up to \$5,000,000 for your expense to clean up, abate, or remove from "covered" property asbestos particles that are discharged, dispersed, or released, subject to the following conditions:

1. The discharge, dispersal, or release must occur as a result of a covered peril.

2. Covered damages before the cost of the asbestos cleanup, removal, or abatement must exceed the policy deductible.
3. The discharge, dispersal, or release must occur accidentally and begin and end within 72 hours.
4. The discharge, dispersal, or release must not be the result of planned building renovation, remodeling or demolition activities.

X. Service Dogs and Horses.

Service dogs and horses are considered to be destroyed if, because of injury, the dog or horse is not able to perform the dog's or horse's normal functions and there is no reasonable prospect that the dog or horse will be able to do so.

1. For service dogs and horses that are destroyed in the scope of their duties, we will pay for the cost to replace the dog or horse and the cost of any necessary training.
2. We will pay the cost of necessary treatment and care to enable the dog or horse to resume performing the dog's or horse's normal functions. We will not pay the cost of treatment and care to treat and prevent disease. This coverage does not apply to mortality, injury, or sickness from causes outside the scope of duties of the service dog or horse.

The maximum amount we will pay per service dog or horse is the lesser of \$25,000 or the total of the expenses related to the replacement of the dog or horse plus expenses for the care or treatment of the service dog or horse. A deductible of \$1,000 will apply to this coverage on a per "occurrence" basis.

- Y. We will pay the reasonable and necessary expenses we require you to incur for the documentation of an "occurrence". The most we will pay for these expenses is \$50,000.

This coverage does not apply to any expenses incurred by "you" for any insurance adjusters, consultants, attorneys retained by you or any work performed by their subsidiary or affiliate.

- Z. We will pay for reasonable and necessary architectural design and engineering fees associated with an "occurrence". The most we will pay for this coverage is \$100,000.

AA. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.

1. The coverage described in Paragraph 2. below only applies when: a) the "fungus", wet or dry rot, virus, bacterium or other microorganism is the result of one or more of the "specified causes of loss", other than fire or lightning; b) the "specified causes of loss" occurs during the policy period; and c) you took all reasonable measures to protect the property from additional damage during and after the "occurrence".
2. We will pay for direct physical loss or damage caused by "fungus", wet or dry rot, virus, bacterium or other microorganism subject to the coverage limits specified in Paragraph 3 of this Limited Coverage. For purposes of this paragraph, the term "loss or damage" includes costs necessarily incurred to:
 - a. Eradicate the "fungus", wet or dry rot, virus, bacterium or other microorganism;
 - b. Access the part of the "building" or other property where the "fungus", wet or dry rot, virus, bacterium or other microorganism is located; and
 - c. Test to ensure that the "fungus", wet or dry rot, virus, bacterium or other microorganism has been successfully eliminated.

3. We will pay no more than \$25,000 for each "covered" loss under Paragraph 2. We will pay no more than \$50,000 for the total of all occurrences of "covered" losses under Paragraph 2. During any annual policy period, regardless of the number of claims made. We will pay no more than \$25,000 for a particular "specified causes of loss" which results in "fungus", wet rot, dry rot, virus, bacterium or other microorganism even if the "fungus", wet rot, dry rot, virus, bacterium or other microorganism remains present through multiple policy periods or reappears in subsequent policy periods.
4. This coverage does not increase the amount we will pay for loss or damage to "covered" property above the limits referenced in **Section III – Amount of Coverage**. We will not pay more than the limits set forth in **Section III – Amount of Coverage** even if loss or damage results from more than one cause, including "fungus", wet rot, dry rot, virus, bacterium or other microorganism.

If there is a "covered" loss or damage not caused by "fungus", wet rot, dry rot, virus, bacterium or other microorganism, payment for that loss will not be limited by this coverage unless "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage. To the extent that "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage, payment for that increase is limited by the terms of Paragraph 3.

5. The following additional condition applies to losses "covered" under **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** when the policy includes the Business Income Endorsement: The "specified causes of loss" definition will apply to any loss arising from "fungus", wet or dry rot, virus, bacterium or other microorganism that is "covered" under Paragraph **B. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** and under the Business Income Endorsement.

BB. "Fine Arts". We will only provide coverage for "Fine Arts" subject to the following:

1. We will not pay more than \$50,000 for any one "Fine Arts" unless you insure those items for specific amounts by purchasing an Agreed Value Fine Arts Endorsement.
2. The most we will pay for each item covered under this additional coverage shall not exceed the lesser of the following amounts:
 - a. \$50,000;
 - b. The cost of replacing the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site; or
 - c. The amount actually spent repairing your damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years from the date of the loss or damage, unless the time is extended in writing by us.
3. **SECTION VII-Basis of Recovery** does not apply to this additional coverage.

CC. "Flood". We will provide coverage for loss due to "flood", subject to the following limitations:

1. This Additional Coverage does not apply to loss at any property located in a designated flood plain, special flood hazard area (SFHA) or 100 year flood plain with a prefix of "A" or "V" – as specified and defined by the National Flood Insurance Program (NFIP).

The most we will pay under this Coverage is \$5,000,000 per policy period.

DD. "Pollutants" or "Contaminants". We will pay no more than \$2,000,000 for reasonable and necessary expenses incurred for removal, disposal or clean-up of actual "pollutants" or "contaminants" from land or water at an insured location and due to "specified causes of loss". The release, emission, leakage or spreading of "pollutants" or "contaminants" must be caused by a loss not otherwise excluded.

The most we will pay in each annual policy period under this coverage is \$2,000,000 for all "specified causes of loss".

All expenses must be reported to us within 180 days after the date of the "specified causes of loss" to be eligible for this coverage. We will not pay for costs of testing for "pollutants" or "contaminants" unless such testing is performed while the "pollutants" or "contaminants" are being removed from the land or water. We will not pay for costs of monitoring "pollutants" or "contaminants" or determining the extent of pollution or contamination.

EE. Emergency Response Equipment

Emergency response equipment contained within or on an emergency response vehicle that is not affixed or attached is covered as personal property subject to a \$1,000 deductible per occurrence regardless of any other applicable deductible.

FF. We will pay not more than \$5,000,000 per policy period for:

1. Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes.
2. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.
3. Landslide, meaning the rapid downward movement of a mass of rock, earth or artificial fill on a slope.
4. Mine Subsidence, meaning lateral or vertical ground movement caused by a failure initiated at the mine level of man-made underground mines, including but not limited to coal, clay limestone and fluorspar mines.

All Earthquake shocks, Volcanic Eruptions, Landslides or Mine Subsidence ground movements that occur within any 168-hour period will constitute a single Earthquake, Volcanic Eruption, Landslide or Mine Subsidence.

The following additional exclusions apply to this coverage:

1. This insurance for Earthquake, Volcanic Eruption, Landslide and Mine Subsidence does not apply to, or modify any limits or deductibles that apply to:
 - a. The insurance otherwise provided for loss or damage by fire or explosion that results from an Earth Movement, other than Volcanic Eruption, and for loss or damage by fire, building glass breakage or "volcanic action" that results from a Volcanic Eruption; or
 - b. Any other Insurance provided for loss or damage to which Earth Movement exclusion does not apply.
2. This insurance will not pay for loss or damage caused by or resulting from any Earthquake, Volcanic Eruption, Landslide or Mine Subsidence that begins before the inception of this insurance.
3. This insurance does not apply to the cost of restoring or remediating land or to loss resulting from the time required to restore or remediate land.

SECTION V – PROPERTY NOT "COVERED"

The following are not "covered" property unless specifically added or endorsed to this policy:

- A. Land, water, crops, and standing or cut timber, wherever located.

- B. Cost of excavation, grading or filling not related to an "occurrence".
- C. Underground and buried cables, pipes, flues or drains, underground storage tanks and tunnels including those that are part of your storm, water or sewer systems, located more than 1,000 feet, on the horizontal, from a "covered" "building" or structure, except underground and buried pipes, flues or drains that are:
 - 1. Part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station premises; or
 - 2. Part of a geothermal heating and cooling system.
- D. Those portions of sidewalks, bridges (including roadway/vehicular bridges and railroad bridges), roadways, culverts, paved surfaces, and associated guard rails located more than 100 feet from a "covered" "building" or structure, except for bridges that are:
 - 1. Bridges used exclusively for pedestrian traffic.
- E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden.
- F. Railroads, meaning trackage, beds, ties and railroad bridges.
- G. Aircraft, except for drones, and vehicles licensed for road use.
- H. Animals and livestock, except for service dogs and horses.
- I. "Money" and "securities", including postage stamps and food stamps, deeds, evidence of debt, or accounts receivable.
- J. Overhead or suspended transmission, distribution, or conductor lines of all types.
- K. "Buildings" and structures, including property contained within a "building" or structure, "vacant" for more than sixty (60) consecutive days before the loss or damage occurs. However, this paragraph only applies to the perils of: vandalism; sprinkler leakage or "water damage", unless you have used reasonable means to protect the sprinkler or plumbing system against freezing; building glass breakage; theft; or attempted theft. For all other perils "covered", loss adjustment shall be on an "actual cash value" basis for the "vacant" building, personal property and "Property in the Open" within 1,000 feet of the "vacant" building.

SECTION VI – LOSSES EXCLUDED

- A. We will not pay for loss or damage caused directly or indirectly by, based upon, or arising out of any of the following:
 - 1. Wear and tear; improper maintenance; extremes of temperatures unless you exercised due diligence with respect to maintaining the proper temperature for the property involved; dampness or dryness of atmosphere; deterioration; rust or corrosion; disease; inherent vice; inherent or latent defect; contamination; smog; smoke, vapor or gases from agricultural or industrial operations; error, omission, or deficiency in design, specifications, workmanship or materials; settling, cracking, shrinkage, bulging or expansion of pavements, sidewalks, foundations, walls, floors, roofs, or ceilings; insects, or birds; "malicious programming"; unless loss by a peril not excluded in this policy results, and then we will be liable for only such resulting loss.
 - 2. Unexplained or mysterious disappearance of any property or shortage disclosed upon taking inventory.

3. Dishonest or criminal act committed by you or any "employee(s)" acting alone or in collusion with others whether or not occurring during the hours of employment. However, if a criminal act results in a "specified causes of loss", we will pay for the loss or damage caused by that "specified causes of loss".
 4. Release, emission, leakage or spreading of "pollutants" or "contaminants", subject to the following:
 - a. This exclusion does not apply:
 - 1) If the release, emission, leakage or spreading of "pollutants" or "contaminants" is caused by a "specified causes of loss"; or
 - 2) To chemical damage to glass;
 - b. When a release, emission, leakage or spreading of "pollutants" or "contaminants" results in a "specified causes of loss", the loss or damage caused by that "specified causes of loss" is a "covered" loss.
 5. An "occurrence", condition, or explosion within any steam boiler, steam generator, steam turbine, steam engine, or steam piping that you own, lease, or operate. However, we will pay for loss or damage resulting from:
 - a. Fire;
 - b. Combustion explosion; or
 - c. Explosion of fuels or gases within the furnace of a fired vessel or the adjoining flues or passages.
 6. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment; except when such condition results from a fire or explosion. However, if a loss by a peril not otherwise excluded in this policy results, we will be liable for only such resulting loss.
 7. Electrical or mechanical breakdown including rupture or bursting caused by centrifugal force. However, if a loss by a peril not otherwise excluded in this policy results, we will then be liable for only such resulting loss.

EXCEPTION: If mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
 8. Animal or insect nesting, infestation, or waste.
 9. Any loss arising out of any act committed:
 - a. By or at the direction of an insured; and
 - b. With the intent to cause a loss.
 10. Interruption of utility services related to overhead transmission lines or satellites
- B. Loss or damage based upon or arising out of any of the following causes is excluded, whether such cause is direct or indirect. This exclusion applies even when another cause contributes concurrently or in any sequence to the loss or damage.
1. Nuclear reaction, nuclear radiation, or radioactive contamination. However, we will pay for loss or damage due to fire caused by nuclear reaction, nuclear radiation, or radioactive contamination.
 2. Wet rot, dry rot, or "fungus". But we will pay for loss or damage caused by:

- a. "specified causes of loss" that resulted from wet rot, dry rot or "fungus";
- b. fire; or
- c. lightning.

For causes of loss other than fire or lightning, coverage is governed by **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE** Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium and Other Microorganism.**

- 3. Virus, Bacterium, or other microorganism, except to the extent that coverage is provided in Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.**
- 4. "Flood", including spray from any "flood", whether driven by wind or not, unless otherwise provided under **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE.**
- 5. Water below the surface of the ground including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements, or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls, or floors; unless loss by fire, sprinkler leakage or explosion (not excluded in this policy) results, then we will pay for only such resulting loss.

EXCEPTION: We will provide coverage for sewer, septic system or sump pump backup that is contained within a "building" or structure.

- 6. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in hindering or defending against any of these.
- 7. Failure by you to take all reasonable measures to prevent further property damage during and after a loss.

SECTION VII – BASIS OF RECOVERY

Replacement of property "covered" by Section IV of this policy shall be based upon "replacement cost" (without deduction for depreciation) of those items to which this policy applies unless otherwise limited by other provisions of this policy, by endorsement or the following:

- A. The most we will pay for loss or damage to "covered property" other than a "historical building" shall not exceed the lesser of the following amounts:
 - 1. The policy limits of your coverage under this agreement.
 - 2. The amount incurred to repair or replace the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site.
 - 3. The amount incurred to repair or replace the damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.
 - 4. The "actual cash value" of the property at the time of loss or damage unless it is repaired or replaced subject to the following.
 - a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value".
 - b. If you receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or

- c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the "actual cash value" of the property at the time of loss or damage.
- B. With respect to a "historical building", our liability for "covered" loss or damage shall not exceed the lesser of the following amounts:
 1. The policy limits of your coverage under this agreement.
 2. If the "historical building" is a total loss:
 - a. The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or
 - b. If an ordinance or law requires relocation to a different site, the cost of repairing or replacing at the new site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure.
 3. The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style. We will not pay for expenses incurred more than two (2) years after the loss unless the time is extended in writing by us.
 4. The "actual cash value" of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:
 - a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value."
 - b. If "you" receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or.
 - c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the "actual cash value" of the property at the time of loss or damage.
- C. The most we will pay for diminution of value to property caused by "cosmetic damage" from a "covered" peril, shall not be more than 5% of the "actual cash value" of the damage, subject to the following:
 1. No payment shall be made under this provision if any other payment is made for any other damage associated with the insured property.
 2. Payments made under this provision shall only be paid one time per insured building, regardless of the number of occurrences during the policy period.
 3. Any payment for damages under this provision, in any prior policy period, precludes all future payments under this provision.

SECTION VIII – CONDITIONS

This policy is subject to the following conditions:

- A. **Other Insurance.** If there is other insurance covering loss to the property from any peril(s) insured against under this policy, we will not be liable under this policy until such other insurance has been exhausted. We shall not be liable for payment of deductibles under other policies.

- B. **Cancellation and Nonrenewal.** You may cancel this policy at any time by giving us written notice or returning the policy to us and stating at what future date coverage is to stop.

We may cancel or not renew this policy by written notice to you at the address shown on the declarations. If the notice is mailed, it will be by first class mail. Proof of delivery of mailing is sufficient proof of notice.

If this policy is in effect for less than 60 days, we may cancel you for any reason.

If this policy has been in effect 60 days or more or if it is a renewal of a policy issued by us, we may cancel or not renew only at the anniversary date unless:

1. The premium has not been paid when due;
2. We discover material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy,
3. There has been a substantial change in risk assumed that we could not have reasonably foreseen or contemplated in writing the policy; or
4. There have been substantial breaches of contractual duties, conditions or warranties.

If we cancel this policy, we will give you notice at least ten days before cancellation is effective.

If we cancel or non-renew this policy at the anniversary date, we will give you at least 60 days advance notice.

Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

- C. **Renewal.** If we decide to renew or amend this policy at the anniversary date with terms less favorable to you or at a higher premium, we will give you notice of the altered terms at least 60 days prior to the renewal or anniversary date. Our notice will be delivered or mailed by first class mail.

A notice is not needed if it involves a premium increase and the premium increase:

1. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
2. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in classification or the units of exposure, or increased policy coverage.

- D. **Change in Use or Occupancy.** If your use or occupancy of any "building" or structure "covered" by this policy changes, you must notify "us" of such change in use or occupancy at renewal.

- E. **Appraisal.** In the event that you and we disagree as to the value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser within twenty days of such demand. These two appraisers will then select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of you or we, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located.

The appraisers will appraise the loss, stating separately the value and damage. Failing to agree, they will submit their differences to the umpire. A decision agreed to, in writing and filed with us, by any two will be binding. Each party will:

1. Pay its chosen appraiser; and

2. Bear the other expenses of appraisal and umpire equally.

If there is an appraisal, we still retain our right to deny the claim.

F. **Options.** In the event of a loss or damage to "covered" property we will, at our option, decide whether to:

1. Pay based on the cost to repair or replace the damaged "covered" property; and/or
2. Retain salvage rights to the damaged "covered" property.

G. **Abandonment.** There may be no abandonment of any property to us.

H. **When Losses Will Be Paid.** We will pay for covered loss or damage within 30 days after we receive the Sworn Statement in Proof of Loss, provided you have complied with all of the terms of this policy, and (1) we have reached agreement with you on the amount of loss; or (2) a valid Appraisal Award has been rendered.

I. **Loss Payable.** Loss will be adjusted with and payable to you except with regard to loss of property in which others have an insurable interest identified in this policy as owner(s), mortgagee(s), or loss payee(s), at which time the loss will be adjusted with you and payable to you and such other owner(s), mortgagee(s), or loss payee(s) as designated.

J. **Subrogation.** Upon payment to you by us, we acquire all rights of recovery you have or may have against any party, to the extent of such payment. We will not be entitled to recover until you have been made whole. Any waiver of subrogation made by you on or after the effective date of this policy to insure your property through us is not binding on us and will not affect our rights of recovery against any party to the extent of any payment by us to you.

K. **Liberalization.** Any change we make to this coverage form during the policy period, or the 45 days preceding it, that expands the coverage provided by this policy and that does not require the payment of additional premiums will be included in the policy.

L. **Suit Against Us.** No suit to recover any loss may be brought against us unless:

1. The terms of the property coverage have been fully complied with; and
2. The suit is commenced within one year after the loss.

If any applicable law makes this limitation invalid, then suit must begin with the shortest period permitted by the law.

M. **Assignment.** Assignment of this policy will not be valid except with the written consent by us.

N. **Premium Adjustment:**

Only endorsements adding or deleting a coverage components, during the policy period, resulting in a net premium adjustment will be charged or credited to the insured. These premium adjustments will be charged or credited on a pro-rata basis from the effective date of the endorsement.

O. **No Benefit To Bailee:**

No one, other than the policyholder, who has custody of the "covered" property is entitled to the benefits of this policy.

P. **Inspections and Surveys.** You grant us the right to have rating, advisory, rate services or similar organizations make insurance inspections and surveys and create reports or recommendations on our behalf. The decision to

make any inspections and surveys or to issue reports or recommendations is at our sole discretion. The activities of these organizations are for our benefit in establishing premiums but may incidentally indicate possible improvements to your business activities.

These inspections and surveys are not intended to benefit you, your employees, or the public and should not be relied upon in lieu of conducting your own health and safety inspections. Neither we nor any organization performing an inspection or survey on our behalf warrants that conditions on your premises are safe or healthful or that they comply with applicable laws, regulations, or safety standards.

Q. Duties In The Event Of Loss or Damage

You must see that the following are done in the event of loss or damage to "covered" property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage including a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the "covered" property from further damage, and keep a record of your expenses necessary to protect the "covered" property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a "covered" peril. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
8. Cooperate with us in the investigation or settlement of the claim.
9. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

SECTION IX – DEFINITIONS

- A. "Actual cash value" means the cost (new) to replace the structure with one of like kind and quality less physical depreciation and obsolescence as determined by Wisconsin's Broad Evidence Rule.
- B. "Builders risk property" means:
 1. "Buildings", structures or "Property in the Open" in the course of construction;
 2. "Building materials";
 3. Foundation of a "building", structure or "Property in the Open" in the course of construction;
 4. Addition to an existing "building", structure or "Property in the Open";

5. Temporary structures built or assembled on the premises”, including cribbing, scaffolding, signs, fences, and construction forms used in the course of construction or alterations or repairs of the “builders risk property”; and
6. Underground and buried pipes, flues or drains but not including those that are part of your storm, water or sewer systems.

C. “Building” or “buildings” means:

1. Any structure that exhibits two or more of the following characteristics;
 - a. Structural walls and roof covering
 - b. Some form of permanent foundation (post, block, slab or sub-grade)
 - c. Permanent utility services (electrical service, heating ventilation or air conditioning or plumbing)
2. Completed additions;
3. Permanently installed fixtures, machinery and equipment;
4. Communication towers 100 feet or greater in height;
5. Electrical substations, including control structures, transformers, distribution equipment and related structures located within the substation area;
6. Lift stations, wells or pumping locations;
7. Permanent water storage tanks and towers;
8. Wastewater lagoons, including: plastic, synthetic, clay or other lagoon liners, lagoon riprap and soil/subsoil embankments;
9. Gas reduction or odorizing stations; or
10. Underground and buried pipes, flues or drains that are part of a geothermal heating or cooling system, or part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station, but not including those that are part of your storm, water or sewer systems.

D. “Building materials” means unattached materials and supplies, fixtures and machinery, and equipment used to service the “buildings”, structures or “Property in the Open” that are intended for use in the construction or occupancy of the “buildings”, structures or “Property in the Open”. “Building materials” also includes “building materials” in the custody of the contractor or subcontractor intended for use in the construction or occupancy of the “building”, structure or “Property in the Open” if not covered by other insurance.

E. “Computer program(s)” means a sequence of instructions that performs a specific task when executed by a computer or device connected to it.

F. “Contaminants” means mixture or contact with an impure or a foreign substance which, when introduced to the property, injures the property’s usefulness.

G. “Cosmetic Damage” means the disfiguring, blemishing, tarnishing, denting or other outward damage that changes the appearance of insured property, but does not impair its ability to function as intended.

H. “Covered” means insured by us under this policy.

- I. "Electronic data" means facts, information, documents, records or "computer programs" stored on, used on, or transmitted to or from electronic devices, equipment or media.
- J. "Employee(s)" means any partner, member, officer, manager, employee (including leased employees), director, trustee, or official.
- K. "Extra Expense" means the excess (if any) of the total cost incurred during a reasonable time period while the property is being restored, chargeable to your "operations", over and above the total cost that would normally have been incurred to conduct your "operations" during the same period had no damage or destruction occurred.
- L. "Fine Arts" means works of art, museum collections, limited production collectibles, historical value items, antiques or rare articles, including etchings, pictures, photographs (negatives and positives), lithographs, gallery proofs, original records, statues, sculptures, and similar property.
- M. "Flood" means a general and temporary condition of partial or complete inundation of 2 or more acres of normally dry land area or of 2 or more properties (at least 1 of which is the policyholder's property) from:
 - 1. Overflow of inland or tidal waters; or
 - 2. Unusual and rapid accumulation or runoff of surface waters from any source; or
 - 3. Mudflow; or
 - 4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.
- N. "Fungus" means mold, mildew, or any other type of fungus, including mycotoxins, spores, odors or byproducts arising out of the current or past presence of a fungus.
- O. "Historical building" means any "building" or structure listed by the Wisconsin State Historical Society on the Wisconsin State and National register of historic places.
- P. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system. that results in the distortion, corruption, manipulation, copying, deletion, destruction, slowing down, restriction of access or withholding of that "electronic data" or computer system.
- Q. "Money" means currency (electronic and government issued), coins, bank notes, bullion, travelers checks, registered checks and money orders (including those held for sale to the public).
- R. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions within a 72-hour period, which results in property damage during the policy period.
- S. "Operations" means the performance of your functions and duties at the insured premises.
- T. "Property in the Open" means mobile or permanently affixed personal property designed to be left exposed to the elements and outside of a covered building.
- U. "Pollutants" means largely undesirable substances, irritants, "contaminants", chemicals or waste products that interfere with human comfort or health or that adversely affect the air, soil, water or other natural resources.
- V. "Replacement Cost" means the cost to repair or replace (new) the property with like kind and quality.

- W. "Securities" means all negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes revenue stamps, food stamps, and other stamps in current use; tokens and tickets.
- X. "Sinkhole collapse" means the abrupt settlement, systematic weakening or collapse of the land supporting a covered "building" that results from simultaneous movement of soil, sediment or rock into subterranean voids created by the effect of water on a limestone or similar rock formation. "Sinkhole collapse" does not include collapse of the land into manmade underground cavities or ordinary settling or cracking of the covered "building" or its foundation.
- Y. "Specified causes of loss" means the following: upset, collision, impact, or overturn of aircraft or vehicles; civil commotion; explosion; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; vandalism; volcanic action; "water damage"; weight of snow, ice or sleet; windstorm. It also means falling objects, not including loss or damage to "Property in the Open" or to the interior of a "building" or its contents if the exterior of the "building" remains undamaged by the falling objects.
- Z. "Vacant" means:
1. Unoccupied or unused "building" for more than sixty (60) consecutive days
 2. If you are a tenant of a unit or suite leased to you that does not house sufficient personal property to allow you to conduct your normal business "operations".
 3. If you are an owner or general lessee of a "building", less than 31 % of the total square footage of your "building" is used by an owner, a lessee, or a sub-lessee to conduct its normal business "operations".

"Buildings", units, suites or structures under construction or renovation are not considered "vacant".

A suspension of "operations" or period of inactivity during part of each year which is usual and incidental to the described occupancy of the "building", unit, suite or structure shall not be deemed "vacant".

Change of occupancy shall be recognized by us only if formal action changing the occupancy of the "building", unit, suite or structure was taken by your governing board prior to the loss.

- AA. "Valuable Records" means inscribed, printed, or written documents; manuscripts or records, including abstracts, books, deeds, drawings, films, maps, and mortgages. "Valuable Records" does not mean your accounts receivables, "money" or "securities".
- BB. "Water damage" means the accidental escape of water or steam from a plumbing system, HVAC system, or appliance on your insured premises as a direct result of the breakdown or failure of that system or appliance. "Water damage" does not include accidental discharge or overflow of water from a sump system.

This policy is made and accepted subject to the foregoing provisions together with such other provisions and agreements as may be added by endorsement.

SECTION X. DEFINITION OF "CONTRACTORS EQUIPMENT"

The following items are "Contractors Equipment" and must be scheduled to have coverage in excess of the \$25,000 provided in **Section IV.J**:

Airport Equipment	Farm Equipment	Portable Equipment
Aircraft Servicing Equipment	Balers	Compactors Compressors
Fire Fighting Equipment	Combines	Excavators Generators
Snow Removal	Cultivators	Pumps Scales
Equipment	Harvesters	Stages Tanks
Asphalt/Concrete Plants	Haybines	Turbines Water Blaster
All-Terrain Vehicles	Planters	Pulvi-Mixers
Augerminer	Spreaders	Railroad Equipment
Back Hoes	Forklifts	Railroad Cars
Boats/Motors	Golf Carts	Railroad Engines
Booster Heaters	Grinders	Track Service Vehicles
Boring Machines	Hauling Equipment (off Highway)	Road Equipment
Brush Burners	End Dumps	Flushers Graders
Cement Mixers	Hoisting Machines	Oilers Scrapers
Chippers	Honey Wagons	Rollers Sweepers
Choppers	Hydraulic Breaker	Spreaders Shoulder Machines
Compaction Equipment Pneumatic	Lake Treatment Equipment	Robots
Rollers	Barges	Rock Pickers
Steel Wheel Rollers	Lake Sprayers	Road Wideners
Tamping Compactors	Weed Harvesting Equipment	Sand Blasters
Vibratory Compactors	Leaf Suckers	Seeders
Concrete Saws	Lifts	Sewer Jetters
Conveyors	Loaders	Sewer Rodders
Core Drill	Mowers	Shovels
Cranes	Mulchers	Sludge Trucks
Crack Melter	Painting Machines	Sludge Injectors
Crushing & Aggregate	Paving Equipment	Snow Grooming Equipment
Discs	Base Plants Finishers	Snow Blowers
Ditchers	Distributors Mixers	Snowmobiles
Draglines	Profilers Plants	Sprayers
Drones	Rippers Screeners	Street Sweepers
Earth Moving Equipment	Spreaders Surge Bins	Stump Cutters
Crawler Loaders	Scarifiers Asphalt Heaters	Stump Pullers
Loader - Backhoes	Tar Kettles Tumblers	Surge Bins
Motor Graders	Transit Mixers	Tractors (including riding lawnmowers)
Motor Scrapers	Personal Watercraft	Trailers
Rubber-Tired Loaders	Pile Driving Equipment	Tree Movers/Planters
Wheel Tractors	Pipeline Equipment	Valve Operator
End Loader Type	Plow Blades	*Vehicles
Equipment Derricks	Plow Wings	Water Wagons
Equipment Excavating		Welders
Excavators		Windrow Eliminators
		Windrower

Attachments related to the operation of the property listed above need not be scheduled. They are covered as part of the basic power unit.

*Vehicles designed for road use, but not licensed, because of specialized use. Attachments to vehicles licensed for road use such as wing blades, snowblades, and sanders are Contractors Equipment.

MUNICIPAL PROPERTY INSURANCE COMPANY

JOINT LOSS AGREEMENT ENDORSEMENT

This endorsement applies in the event of damage to or destruction of property at a location designated in this policy and also designated in a Boiler and Machinery Insurance Policy(ies) and there is a disagreement between the insurers with respect to:

1. Whether such damage or destruction was caused by a peril insured against by this policy or by a peril insured against by such Boiler and Machinery Insurance Policy(ies) or
2. The extent of participation of this policy and of such Boiler and Machinery Insurance Policy(ies) in a loss which is insured against, partially or wholly, by any or all of said policies.

We shall, upon written request of you, pay you one-half of the amount of the loss which is in disagreement, but in no event more than we would have paid if there had been Boiler and Machinery Insurance Policy(ies) in effect, subject to the following conditions:

The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by you and the insurers, is limited to the minimum amount remaining payable under either this or the Boiler and Machinery Policy(ies);

1. The Boiler and Machinery insurer(s) shall simultaneously pay to the insured one-half of said amount which is in disagreement;
2. The payments by the insurers hereunder and acceptance of the same by you signify the agreement of the insurers to submit to and proceed with arbitration within 90 days of such payments; the arbitrators shall be three in number, one shall be appointed by the Boiler and Machinery insurer, one shall be appointed by us, and the third appointed by consent of the other two. The decision by the arbitrators shall be binding on the insurers and judgement upon such award may be entered in any court of competent jurisdiction;
3. You agree to cooperate in connection with such arbitration but not to intervene therein;
4. The provisions of this endorsement shall not apply unless such other policy(ies) issued by the Boiler and Machinery insurance company(ies) is similarly endorsed; and
5. Acceptance by you of some payment pursuant to the provisions of this endorsement, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of you against any of the insurers.

MUNICIPAL PROPERTY INSURANCE COMPANY

CAP OF LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded for nuclear reaction, radiation or contamination; losses due to war, warlike action, insurrection, rebellion and revolution; or, action taken by governmental authority.

MUNICIPAL PROPERTY INSURANCE COMPANY

BUSINESS INCOME ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Coverage

1. "Business Income"

- a. We will pay for the actual loss of "Business Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property, or loss of utility services except related to overhead power lines or satellites, at premises which are described in the Statement of Values and for which a "Business Income" Coverage limit is shown in the Declarations. The loss or damage must be caused by or result from a "covered" peril. With respect to loss of or damage to "Property in the Open" or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises includes:

- i. The portion of the building which you rent, lease or occupy; and
 - ii. Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described "premises."
- b. We will only pay for loss of "Business Income" that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage or the date of loss of utility services.

2. Perils Covered, Losses Excluded and Property Not Covered

- a. See the applicable Section of the policy.
- b. Additionally, "Business Income" losses resulting from an insured's inability or failure to generate electricity are excluded.

3. Additional Coverage - Interruption of Computer Operations

Coverage for "Business Income" does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption of Computer Operations or under the Coverage of Computer-Related Losses Endorsement.

4. Additional Coverages

a. Expenses To Reduce Loss

In the event of a covered loss of "Business Income", we will pay necessary expenses you incur, except the cost of extinguishing a fire, to avoid further loss of "Business Income". The total of our payment for "Business Income" loss and Expenses to Reduce Loss will not be more than the "Business Income" loss that would have been payable under this endorsement if the Expenses To Reduce Loss had not been incurred. This coverage does not increase the Coverage limit.

b. Civil Authority

In this coverage – Civil Authority, the described premises are premises to which this endorsement applies, as shown in the Declarations. When a "covered" peril causes damage to property other than property at the described premises, we will pay for the actual loss of "Business Income" you sustain caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- i. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- ii. The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the "covered" peril that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage will begin at the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

c. Alterations And New Buildings

We will pay for the actual loss of "Business Income" you sustain due to direct physical loss or damage at the described premises caused by or resulting from any "covered" peril to:

- i. New buildings or structures, whether complete or under construction;
- ii. Alterations or additions to existing buildings or structures; and
- iii. Machinery, equipment, supplies or building materials located on or within 1000 feet of the described premises and:
 1. Used in the construction, alterations or additions; or
 2. Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

d. Extended "Business Income"

If the necessary "suspension" of your "operations" produces a "Business Income" loss payable under this policy, we will pay for the actual loss of "Business Income" you incur during the period that:

- i. Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and
- ii. Ends on the earlier of:
 - 1. The date you could restore your "operations", with reasonable speed, to the level which would generate the "Business Income" amount that would have existed if no direct physical loss or damage had occurred; or
 - 2. 30 consecutive days after the date determined in i. above.

However, Extended "Business Income" does not apply to loss of "Business Income" incurred as a result of unfavorable business conditions caused by the impact of the "covered" peril in the area where the described premises are located.

Loss of "Business Income" must be caused by direct physical loss or damage at the described premises caused by or resulting from any "covered" peril. This coverage does not apply to loss of utility services.

e. Interruption of Computer Operations

- i. Under this Additional Coverage, "electronic data" has the meaning described under **E. Definitions**
- ii. Subject to all of the provisions of this coverage, you may extend the insurance that applies to "Business Income" to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a "covered" peril.
- iii. With respect to the coverage provided under this coverage, the perils "covered" are subject to the following:
 - 1. Coverage under this Additional Coverage – Interruption of Computer Operations is limited to the "specified causes of loss".
 - 2. There is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system, unless otherwise provided for in this policy.
- iv. The most we will pay under this Additional Coverage – Interruption of Computer Operations is \$2,500 for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.

- v. This Additional Coverage – Interruption in Computer Operations does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in iv. above has not been exhausted.

5. Coverage Extension

You may extend the insurance provided by this endorsement as follows: **NEWLY ACQUIRED LOCATIONS**

- a. You may extend your "Business Income" Coverage to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay for loss under this Extension is \$100,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end effective the date you terminate this insurance or at the first renewal of this policy that follows acquisition of the newly acquired location.

B. Limits of Insurance

The most we will pay for loss in any one occurrence is the applicable Coverage limit shown in the Declarations. Payments under the following Additional Coverages will not increase the applicable Coverage limit:

- 1. Alterations And New Buildings;
- 2. Civil Authority;
- 3. Extended "Business Income"; or
- 4. Expenses To Reduce Loss.

The amounts of insurance stated in the Interruption of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Coverage limit(s) shown in the Declarations for any other Coverage.

C. Loss Conditions

The following loss conditions also apply to "Business Income" losses:

- 1. **"Business Income" Appraisal** If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss per the procedures established in the Item entitled Appraisal in the CONDITIONS section of the policy.
- 2. **"Business Income" Loss Determination**
 - a. The amount of "Business Income" loss will be determined based on:
 - i. The Net Income of the business before the direct physical loss or damage occurred;

- ii. The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses;
- iii. The operating expenses, including payroll, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- iv. Other relevant sources of information, including:
 - 1. Your financial records and accounting procedures;
 - 2. Bills, invoices and other vouchers; and
 - 3. Deeds, liens or contracts.
- b. We will reduce the amount of your "Business Income" loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

D. Additional Business Income Exclusion. We will not pay for:

- 1. Any increase in "Business Income" loss, caused by or resulting from:
 - a. Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - b. "Suspension", lapse or cancellation of any license, lease or contract. But if the "suspension", lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your "Business Income" during the "period of restoration".
- 2. Any other consequential loss.

E. Definitions. The following definitions are added to the DEFINITIONS SECTION of the policy.

- 1. "Business Income" means the:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses; and,
 - b. Continuing normal operating expenses incurred, including payroll.
- 2. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of

related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

3. "Period of restoration" means the period of time that:
 - a. In the event of a direct physical loss or damage,
 - i. Begins at the time of direct physical loss or damage caused by or resulting from any "covered" peril at the described premises and
 - ii. Ends on the earlier of:
 1. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and to a similar level of quality; or
 2. The date when business is resumed at a new permanent location.
 - b. In the event of a loss of utility services,
 - i. Begins at the time of the loss of utility services; and
 - ii. Ends on the date that utility services are restored with reasonable speed.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- i. Regulates the construction, use or repair, or requires the tearing down, of any property; or
- ii. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration."

4. "Specified causes of loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; "virus". Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. Sinkhole collapse does not include the cost of filling sinkholes; or, sinking or collapse of land into manmade underground cavities.
5. "Suspension" means:
 - a. The slowdown or cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenable.
6. "Virus" means a harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

MUNICIPAL PROPERTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE TOOLS ENDORSEMENT

This endorsement modifies coverage provided under the following:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

With respect to employee tools covered by this endorsement, the following is changed:

I. SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE is amended to include the following:

HH. Employee Tools as scheduled on this endorsement are “covered” property, subject to the maximum liability per employee listed and to the occurrence deductible listed on the declarations page.

MUNICIPAL PROPERTY INSURANCE COMPANY
CONTRACTORS EQUIPMENT
NEW REPLACEMENT COST COVERAGE ENDORSEMENT

Property "Covered"

This endorsement provides coverage only for the items which are shown on the attached schedule you provided. Coverage applies regardless of the location of the property.

Perils "Covered": This endorsement insures against all sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

Losses Excluded: See Section **VI** of the policy. Except exclusion **VI (B)** does not apply to "contractors Equipment".

Additional Exclusion: This endorsement does not insure against loss or damage to tires or tubes unless the loss is coincidental with other loss or damage insured by this policy.

Basis of Recovery:

- (1) Replacement Cost – See Section **VII** of basic policy. The recovery basis for property of others shall be "actual cash value" unless you have agreed to the "replacement cost" basis in a written contract.

For "contractors equipment" on the statement of value, we will pay the current "replacement cost" at the time of the loss even if the value shown was higher or lower than the current value at the time of loss.

MUNICIPAL PROPERTY INSURANCE COMPANY COVERAGE OF COMPUTER-RELATED LOSSES ENDORSEMENT

This endorsement modifies coverage provided under:

Municipal Property Insurance Company Policy MPIC-001

We will pay up to \$25,000 for the cost to recover or replace your "electronic data" due to loss caused by the following:

- A. Impairment of computer services through inside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by an employee, contractor, or other authorized person to whom you have granted permission to access your computer system.
- B. Impairment of computer services through outside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by any person to whom you have not granted permission to access your computer system.
- C. Loss of communications services. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to an interruption in communications services to the described premises. The interruption must result from direct physical loss or damage caused by a "covered" peril to communications transmission lines, including fiber optic transmission lines, but excluding overhead transmission lines.

This coverage does not apply to losses caused by the following:

- A. Governmental action relating to, or seizure of, the affected property.
- B. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in defending against any of these.
- C. Nuclear reaction, nuclear radiation, or radioactive contamination.

The following definitions apply to this coverage:

- A. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- B. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system that results in the distortion, corruption, manipulation, copying, deletion, destruction or slowing down of that "electronic data" or computer system. It does not mean physical loss or damage to computers or computer systems.

- C. "Period of recovery" means the period of time that:
- a. Begins at the time of direct loss of or damage to "electronic data" caused by or resulting from any peril "covered" by this endorsement; and
 - b. Ends on the earlier of:
 - i. The date when your operations are restored, with reasonable speed and diligence, to the condition that would have existed in the absence of the loss of "electronic data"; or
 - ii. Sixty days after the date when, with reasonable speed and diligence, your computer system is restored to the functionality that existed prior to the loss.
 - c. The expiration date of this policy will not cut short the "period of recovery."

MUNICIPAL PROPERTY INSURANCE COMPANY

Tax Lien Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

- E. The most we will pay for a loss of property acquired through foreclosure, tax lien, tax deed or any statutory taking process is “actual cash value”. This coverage restriction eliminates all sub limits and other coverage provisions that may otherwise apply to a “covered loss”.

MUNICIPAL PROPERTY INSURANCE COMPANY

LEASED PROPERTY COVERAGE

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

- D. The most we will pay for a loss of leased property is “actual cash value”, unless the insured is contractually responsible for a different amount.

MPIC CLAIM REPORTING INFORMATION

Thank you for selecting the Municipal Property Insurance Company (MPIC) to be your property insurance carrier. We look forward to working with you should you have a claim. In the event you experience damage or circumstances that may result in a claim for damages, please provide notice to MPIC as promptly as possible, using the attached Loss Reporting Form.

Report a claim to us:

Fax, e-mail or mail the [Loss Reporting Form](#) (Word) to:

Fax: 612-766-3099

E-mail: claims@mpicwi.com

Mail: MPIC
9701 Brader Way, Ste. 301
Middleton, WI 53562

You may also call Jerry Parker at the following number:

Toll-Free Phone: 877-278-4165

Also, please note the following specific **Section VII - Basis of Recovery** and **SECTION VIII - Conditions** policy provisions that apply to loss reporting and recovery.

Section VII – Basis Of Recovery

- A. The most we will pay for loss or damage to “covered property” other than a “historical building” shall not exceed the lesser of the following amounts:
 2. The amount incurred to repair or replace the damaged property at the time of the loss with property of like kind and quality to be used for the same purpose on the same site.
 3. The amount incurred to repair or replace the damage property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.
 4. The “actual cash value” of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:

Section VIII - Conditions

Q. Duties In The Event Of Loss or Damage

1. You must see that the following are done in the event of loss or damage to “covered” property:
 - b. Give us prompt notice of the loss or damage. Include a description of the property involved.
 - d. Take all reasonable steps to protect the “covered” property from further damage, and keep a record of your expenses necessary to protect the “covered” property, for consideration in the settlement of the claim. Also, if feasible, set the damage property aside and in the best possible order for examination.
 - f. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies of your books and records.
 - h. Cooperate with us in the investigation or settlement of the claim.

MUNICIPAL PROPERTY INSURANCE COMPANY

LOSS REPORTING FORM

9701 BRADER WAY, SUITE 301
MIDDLETON, WI 53562

CONTACT: JERRY PARKER

PHONE: (877) 278-4165

FAX: (612) 766-3099

EMAIL: CLAIMS@MPICWI.COM

Instructions: Complete this form online or email or mail to MPIC. If available, attach a copy of the police report.
This form may be reproduced.

Major losses should be reported by phone. Call MPIC at:

Phone: (877) 278-4165

Complete this section:

Policy Number:		Name as it Appears on Policy:			
Contact Person (for this claim):			Phone Number:		
Fax Number:			Email Address:		
Address:		City:		State: WI	Zip Code:
Date of Loss (if unsure, use date discovered):		Time of Loss:	Estimated Amount of Loss (attach copy of estimate if available):		
Kind of Loss (check one): ☐ Fire ☐ Lightning ☐ Wind ☐ Hail ☐ Glass Breakage ☐ Vandalism (Other than Glass) ☐ Water Damage ☐ Damage by Vehicle ☐ Collision – Vehicle ☐ Comprehensive – Vehicle ☐ Other – Describe			Type of Property: ☐ Building ☐ Contents ☐ Contractors Equipment ☐ Other – Describe ☐ Property in the Open ☐ Money ☐ Vehicle		
Location of Loss:					
Description of Loss and Damage:					
Remarks:					
Print Name:				Title:	
Signature:				Date:	

#

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: December 5, 2022

AGENDA ITEM: New Business [FINAL SUBDIVISION PLAT]

ITEM TITLE: Keith Kindred, SEH, agent for Home Path Financial LP, property owner, is requesting approval of a final subdivision plat for “Heritage Park North” (35 single-family lots), a 32.98-acre residential development located east of Division Road and north of Revere Lane.

SUBMITTED BY: Emily Zandt, Associate Planner

SUMMARY EXPLANATION:

Keith Kindred, SEH, agent for Home Path Financial LP, property owner, is requesting approval of a final subdivision plat for “Heritage Park North” (35 single-family lots), a 32.98-acre residential development located east of Division Road and north of Revere Lane.

The Village Board approved rezoning the subject property from Rs-4: Single-family Residential to the Rs-5 Single-family Residential District in August of 2018. In July 2019, the Village Board approved a preliminary plat for Heritage Park North with eight (8) conditions. These conditions have been met with the final plat submittal. In order to be eligible for approval by the Village, Wis. Stats. 236.11(1)(b) requires a final plat to “substantially conform” to the approved preliminary plat. Staff has determined that the final plat substantially conforms to the approved preliminary plat.

The Declaration of Covenants, Conditions and Restrictions for Heritage Park North Subdivision have been submitted and have been included in the packet. The document is under review by the Village Attorney. Final approval is required prior to recording.

PLAN COMMISSION RECOMMENDATION:

APPROVE the Heritage Park North final subdivision plat as proposed subject to four (4) conditions.

APPLICATION, PLANS & RELATED DOCUMENTS:

All relevant documents, including applications, plans, supporting information, the staff report & recommendation, and Plan Commission meeting minutes (when available) are included in the PDF digital file distributed by the Village Clerk.

Heritage Park – Keith Kindred, SEH, agent for Home Path Financial LP, property owner, is requesting approval of a final subdivision plat for “Heritage Park North” (35 single-family lots), a 32.98-acre residential development located east of Division Road and north of Revere Lane.

MOTION Baum second Nilles to Approve the final subdivision plat for the 35-lot Heritage Park North residential subdivision located east of Division Road and north of Revere Lane subject to the following conditions:

- 1. A Letter of “no objection” from the WI Department of Administration (DOA) shall be submitted to the Village prior to recording the final plat.***
- 2. As-built (record) drawings shall be submitted and accepted by the Public Works Department prior to the issuance of any building permits.***
- 3. All technical issues and corrections identified by the Village Surveyor (see September 16, 2022 memo) shall be addressed and reflected in the revised plat submitted and approved by Village Staff prior to the recording of the final plat.***
- 4. The Declaration of Covenants, Conditions and Restrictions of the Heritage Park North Subdivision shall be submitted prior to Village Board review. The document shall include the items specified under Section 9.11 of the Development Agreement.***

Chairman Wolter added his property backs up to this subdivision and said many of the people along Larkspur Lane were concerned about runoff and drainage. He commented when the big rain event happened that no water came across and flooded any of the properties. The drainage ditches worked to design and the retention ponds were full but not overflowing. He applauded the developer for the drainage and grading plan.

MOTION carried unanimously.

Associate Planner Zandt summarized the proposed subdivision sign.

MOTION Baum second Shadid to Approve the permanent real estate sign Heritage Park North residential subdivision subject to the following conditions:

- 1. Electrical permits shall be obtained from SafeBuilt prior to installation of any/all electrical components.***
- 2. The uplighting shall be shielded to reduce glare visible from Division Road and Tanglewood Drive by locating behind landscaping and/or with side shields.***

MOTION carried unanimously.

Mike Faber, Capstone Development Company – N128 W20955 Holy Hill Road. Site Plan Consultation for Phase II of the Capstone 41 Business Park and 294,600 sqft multi-tenant industrial building. Director Retzlaff summarized the proposal to for discussion. Mike Faber spoke on Phase II. He explained an opportunity opened up to receive precast concrete panels and to take advantage of they needed to have everything ready by May 2023. So footings and foundations would need to be done this fall, but they did not have enough time to fully design the building and go through the normal Plan Commission process. He explained they will put in the footings and foundation in December at their risk before Plan Commission approval. He is looking for discussion on any aspects of the plan. The building will feel like a close sibling to the other building with architecture in the same family. They know the expectation of the Village is to extend the exact same berm and landscaping that was approved for

FINAL SUBDIVISION PLAT & SIGN PERMIT REVIEW

11/14/22 Plan Commission Meeting

Heritage Park North / Home Path Financial LP

Village Staff Report

Germantown, Wisconsin

Summary

Keith Kindred, SEH, agent for Home Path Financial LP, property owner, is requesting approval of a final subdivision plat for "Heritage Park North" (35 single-family lots), a 32.98-acre residential development located east of Division Road and north of Revere Lane.

Location: Division Road @ Tanglewood Drive

Applicant/

Property Owner: Keith Kindred, SEH
501 Maple Ave
Delafield, WI

Home Path Financial LP
5116 N126th St
Butler, WI 53007

Current Zoning: Rs-5: Single-family Residential

Adjacent Land Uses		Zoning
North	Residential	Rs-5
South	Residential	Rs-4 / Rs-5
East	Residential	Rs-4
West	Agricultural	Rs-4 PDD / Rs-2



Background/Proposal

Keith Kindred, SEH, agent for Home Path Financial LP, property owner, is requesting approval of a final subdivision plat for "Heritage Park North" (35 single-family lots), a 32.98-acre residential development located east of Division Road and north of Revere Lane.

The preliminary subdivision plat was approved by the Village Board on August 6, 2018. As summarized in Table 1, Heritage Park North has the following characteristics:

TABLE 1.
Heritage Park Addition #1

Gross Area (Ac)	32.98
Wetland Area (Ac)	7.39
Right-of-Way (Ac)	3.92
Net Density Area (Ac)	21.67
# Single-Family Lots/DU's	35
Gross Density (DU/acre)	1.06
Net Density (DU/net acre)	1.62
Open Space (Ac)	12.53
Avg Lot Size	.47 ac (20,571 sqft)
Lot Size Range	.35 to .86 ac (15,239 to 37,517 sqft)

A permanent ground sign is proposed on west side of Lot 21, in the northeast corner of the Division Road and Tanglewood Drive intersection. The permanent ground sign will be a single-sided sign located between 3' x 3' and 6' tall columns with stone veneer and stone caps. A landscaping plan for the area surrounding the sign has been submitted. The sign will be externally illuminated with uplighting.

Staff CommentsPlanning & Zoning

The Village Board approved rezoning the subject property from Rs-4:Single-family Residential to the Rs-5 Single-family Residential District in August of 2018. In July 2018, the Village Board approved a preliminary plat for Heritage Park North with eight (8) conditions. These conditions have been met with the final plat submittal.

In order to be eligible for approval by the Village, Wis. Stats. 236.11(1)(b) requires a final plat to "substantially conform" to the approved preliminary plat. Staff has determined that the final plat substantially conforms to the approved preliminary plat.

The Developer entered into a Development Agreement with the Village, which was recorded in August of 2018.

In accordance with the Village's Subdivision Code, the Plan Commission is responsible for reviewing the final plat and forwarding a recommendation to the Village Board along with comments received from the official "objecting agencies". A letter of "no objection" has been received from Washington County (see attached) but not from the WI Department of Administration. This letter has been included as a condition of approval

prior to recording the final plat.

The Declaration of Covenants, Conditions and Restrictions of Heritage Park North Subdivision shall be submitted and approved by the Village Attorney prior to recording the final plat and Declaration of Covenants, Conditions and Restrictions document. Terms for the maintenance of common areas and the installation and management of Stormwater BMPs are included in this document.

The proposed monument sign meets the Village's sign requirements for a permanent real estate sign. The sign is proposed to be setback 5' from the right-of-way line and to be externally illuminated. Shielding to prevent glare from adjacent roadways will be required. Responsibility of sign maintenance by the Homeowner's Association shall be specified in the Declaration of Covenants, Conditions and Restrictions of the Heritage Park North Subdivision.

Village Surveyor

The Village's consulting Surveyor reviewed the proposed Final Plat and provided comments in a memorandum dated 9/16/2022. These revisions have been added as a condition of approval prior to the recording of the final plat.

Public Works Department/Village Engineer

Public Works has completed the necessary inspections of the improvements associated with the development. As-built drawings have yet to be submitted and reviewed. Submittal and approval of the as-built drawings by the Public Works Department has been added as a condition of approval.

Village Staff Recommendation

APPROVE the final subdivision plat for the 35-lot Heritage Park North residential subdivision located east of Division Road and north of Revere Lane subject to the following conditions:

1. A Letter of "no objection" from the WI Department of Administration (DOA) shall be submitted to the Village prior to recording the final plat.
2. As-built (record) drawings shall be submitted and accepted by the Public Works Department prior to the issuance of any building permits.
3. All technical issues and corrections identified by the Village Surveyor (see September 16, 2022 memo) shall be addressed and reflected in the revised plat submitted and approved by Village Staff prior to the recording of the final plat.
4. The Declaration of Covenants, Conditions and Restrictions of the Heritage Park North Subdivision shall be submitted prior to Village Board review. The document shall include the items specified under Section 9.11 of the Development Agreement.

APPROVE the permanent real estate sign Heritage Park North residential subdivision subject to the following conditions:

1. Electrical permits shall be obtained from SafeBuilt prior to installation of any/all electrical components.
2. The uplighting shall be shielded to reduce glare visible from Division Road and Tanglewood Drive by locating behind landscaping and/or with side shields.



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

September 16, 2022

Jeff Retzlaff, Village Planner
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

SUBJECT: Heritage Park North

Final Subdivision Plat

Applicant or Owner: Home Path Financial, LP
Land Surveyor/Firm: Keith A Kindred / SEH, Inc.

1. On sheet 1 of 4, note 7 should read Dedicated to the Village of Germantown for public road purposes.
2. The west line of Outlot 1 is not parallel to the west line of the NW $\frac{1}{4}$ of Section 34-9-20.
3. The Owner's Certificate should include the following: "As Owners, we hereby dedicate that part of (street names) to the Village of Germantown for public road purposes as represented on Sheet __ of __ of this Plat."
4. The last paragraph of the Surveyor's Certificate should state "That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Chapter 18 of the Village of Germantown Subdivision Control Ordinance in surveying, dividing and mapping the same."
5. The Village of Germantown Board Approval should read as: "This Plat, being a division of $\frac{1}{4}$ $\frac{1}{4}$ Section __, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and the dedication of that part of (insert street name) for public road purposes as shown on Sheet __ of __ is hereby accepted by the Village Board of Trustees of the Village of Germantown on this __ day of __, 2021."

No further review comments.

Document Approval and Recording

For this subdivision plat to be approved by the Village Board and recorded at the Washington County Register of Deeds, the document must be provided to the Village Clerk's office in a completed format including all original signatures of the owner and lending institution, original seals of the professional land surveyor on the recordable media the Wednesday prior to the scheduled Village Board meeting.

Any documents or digital files not submitted by the due date or contain outstanding technical review comments that have not been addressed, will be moved to the next scheduled Village Board meeting agenda.

Document Submittals and Data Conversion

As of October 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2019 on compact disk (CD) or via email to the Village Surveyor for mapping purposes.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal.

Note: In 2020, the Village will be upgrading its municipal code to recognize the NAD83 Datum, 2011 adjustment for horizontal control and NAVD88 for vertical control for mapping all land division documents and plan submittals for review.

Prior to Recording the Certified Survey Map or Final Subdivision Plat, the Village Engineering Department will verify that the boundary markers have been installed as described on the submitted map. All boundary corners are to be clearly marked in the field by the professional land surveyor of record.

Sincerely,



Burt J. Naumann, PLS



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Senior Vice President



Village of

Germantown

Willkommen

**Fee must accompany application
Preliminary & Final Plat Fees Combined**

Under 10 lots \$4,575
11-25 lots \$5,600
26-50 lots \$6,625
Over 51 lots \$7,650

☐
☐
☒
☐

8/29/22

SUBDIVISION PLAT APPLICATION

Pursuant to Section 18.04 and 18.05 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1

APPLICANT OR AGENT

Keith Kindred

SEH

501 Maple Ave.

Delafield, WI 53018

Phone (414) 949-8919

Fax ()

E-Mail kkindred@sehinc.com

PROPERTY OWNER

Home Path Financial LP

5116 N 126th St.

Butler, WI 53007

Phone ()

2

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER(S)

Lot 6 Heritage Park and Outlot CSM 4988

GTNV 342426 & GTNV 342

3

READ AND INITIAL THE FOLLOWING:

X I understand that the Subdivision Plat is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.

X If technical corrections to the Plat are required, I understand that the document will not be recorded until all corrections are made and approved by the Village.

X I understand that all applicable impact fees must be paid prior to recording. Failure to pay fees will delay recording and may ultimately result in the revocation of Village approval. I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.

X I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

X I understand that a Developer's Agreement will be required prior to recording of the plat.

4

SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Keith A Kindred

Applicant

Date

Kenneth Frank

Owner

Kenneth Frank

Director, Land Acquisition and Development

Digitally signed by Kenneth Frank
DN: cn=Kenneth Frank, o=FMC
Illinois, LLC, ou,
email=ken@adgillinois.com, c=US
Date: 2022.08.22 15:14:27 -05'00'

08/15/22

Date



Natural Resources Department

Jamie Ludovic, Chief Community

Development Officer

Paul Sebo, Conservation & Zoning Manager

Public Agency Center
333 E. Washington Street, Suite 2300
P.O. Box 2003
West Bend, WI 53095-2003
(262) 335-4445
Fax: (262) 335-6868
landres@washcowisco.gov
www.washcowisco.gov

NOTIFICATION OF ACTION ON PROPOSED SUBDIVISION WASHINGTON COUNTY LAND USE & PLANNING COMMITTEE MEETING

DATE: 08/19/22

To Interested Parties,

This letter is to inform you that the Washington County Land Use and Planning Committee have considered the following plat pursuant to Wisconsin Statutes and applicable local Ordinances:

Date of Meeting: **08/18/2022**

Subdivision: **Heritage Park North**

// Pre-Preliminary // Preliminary Plat **/X/ Final Plat**

Location: Being Part of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34
Municipality: Village of Germantown
Subdivider: Home Path Financial LP
Surveyor: Keith Kindred, SEH Inc

Action Taken: The Land Use & Planning Committee indicated no objection to the
 Heritage Park North Final Plat dated 07/07/2022 as presented.

If you have any questions regarding this subdivision plat, please do not hesitate to contact me.

Sincerely,

Paul Sebo,
Conservation & Zoning Manager

CC: Wisconsin Department of Administration
 Municipal Clerk
 Subdivider
 Surveyor

Plat Review Comments

Department of Administration

Plat Review – DOA
PO Box 1645, Madison WI 53701
plat.review@wi.gov
<https://doa.wi.gov/platreview>
608-266-3200

Date: August 16, 2022

From: Sime, Don R - DOA

To: Keith Kindred, SEH (DELAFIELD)
501 MAPLE AVE, DELAFIELD WI 53018-9351, 414/949-8919, kkindred@sehinc.com

Subject: HERITAGE PARK NORTH, File No **28019**

We have reviewed your plat and the changes listed below must be made. We are still waiting for the county certification. If you have questions, please contact us at the number listed above. Please refer to file number **28019**. Thank you!

COMMENTS:

s. 236.20 (2) (b) The length of the set 11/16" rebar monuments must be noted in the monument description in the legend.

S. 236.20 (2) (c) The overall length of the north line of lot 30 must be shown.

The north subdivision boundary that adjoins Country Meadows West must be marked recorded as N 88deg 27min 27 sec E (we gave an incorrect bearing our first review of this plat).

s. 236.20 (3) (b) The overall length of the west line of the NW 1/4 Section 34-9-20 must be shown.

NOTES TO SURVEYOR:

-If there is an outlot number associated with 'the outlot of CSM 4988' it must be noted in the location descriptions under the plat name and in the Surveyor's certificate.

-To help us, and other review authorities, track revised drawings, **please include a revision date on each Sheet of your revised drawing.**

GENERAL NOTES:

- 1) ALL EASEMENTS ARE GRANTED TO THE VILLAGE OF GERMANTOWN UNLESS OTHERWISE STATED. OUTLOT 1 IS ENCOMPASSED BY A DRAINAGE EASEMENT FOR STORM WATER FACILITIES.(SEE STORM WATER NOTES)
- 2) EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDABLE 1/35 FRACTIONAL OWNERSHIP IN OUTLOT 1.
- 3) WASHINGTON COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
- 4) NO POLES, PADS BOXES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.
- 5) AREA SHOWN IS ZONE X, AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 55131 C03780, EFFECTIVE DATE NOVEMBER 20, 2013.
- 6) THE AREA OF THIS IS PLAT IS 1,436,693 S.F., 32.98 AC.
- 7) ALL ROADS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC.
- 8) WETLANDS DELINEATED BY SEH ON AUGUST 9, 2018.
- 9) THE HEIGHT OF ALL PLANTINGS, BERMS, FENCES, SIGNS OR OTHER STRUCTURES WITHIN THE VISION CORNER EASEMENT IS LIMITED TO 24 INCHES ABOVE THE ELEVATION OF THE CENTER OF THE INTERSECTION. NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED WITHIN THE VISION CORNER EASEMENT.
- 10) ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.

STORM WATER MANAGEMENT NOTES:

- 1) ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS, FENCES, OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE HOMEOWNERS ASSOCIATION, THE VILLAGE OF GERMANTOWN OR THEIR DESIGNEE ARE AUTHORIZED ACCESS TO THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF THE MAINTENANCE AGREEMENT.
- 2) LANDSCAPING SHALL BE RESTRICTED TO GROUND COVER.
- 3) IF DRAINAGE EASEMENTS ARE NOT ADEQUATELY MAINTAINED, THE VILLAGE OF GERMANTOWN MAY LEVY THE COST AND EXPENSES OF SUCH INSPECTIONS, MAINTENANCE OR REPAIR RELATED ACTIONS AS A SPECIAL CHARGE AGAINST THE PROPERTY AND COLLECTED AS SUCH IN ACCORDANCE WITH THE PROCEDURES UNDER S. 66.0627 WIS. STATS. OF SUBCH. VI OF CH. 66 WIS. STATS.

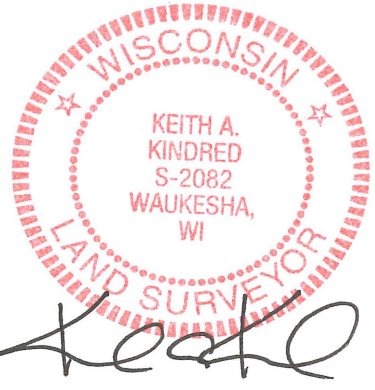
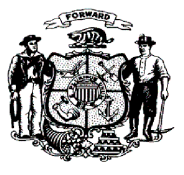
LEGEND

- - 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- ⊕ - CONCRETE MONUMENT W/ BRASS CAP FOUND
- - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- xxxxxxxxxxxx - NO ACCESS

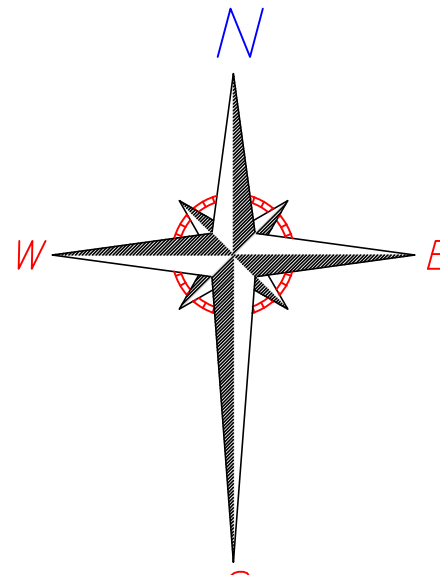
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

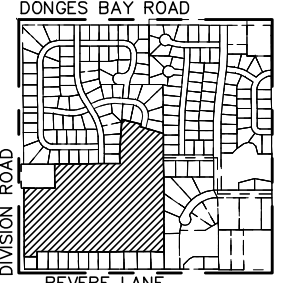
Department of Administration



DATED THIS 7TH DAY OF JULY, 2022



LOCATION MAP



NW 1/4 SEC. 34-9-20

1"=2000'

SCALE: 1" = 100'

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1983/2011) GRID NORTH ON THE WEST LINE OF THE NW 1/4 OF SECTION 34-9-20 AS N01°32'42"W.

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'

ANGLES ARE COMPUTED TO THE NEAREST 00°00'00.5" AND MEASURED TO THE NEAREST 00°00'05"

ANY ADJUSTMENTS TO THE FINISHED YARD GRADE GREATER THAN 0.25 FT. (3 IN.) REQUIRES APPROVAL BY THE VILLAGE ENGINEER

LOT	LOOK OUT	WALK OUT
LOT 1	893.0	
LOT 2	891.5	
LOT 3	895.0	890.5
LOT 4	894.5	890.0
LOT 5	890.5	886.0
LOT 6	886.5	
LOT 7	885.0	
LOT 8	883.0	
LOT 9	882.0	
LOT 10	882.5	
LOT 11	883.5	
LOT 12	884.0	879.5
LOT 13	882.5	873.5
LOT 14	883.0	874.0
LOT 15	883.0	874.0
LOT 16	879.0	870.0
LOT 17	875.5	871.0
LOT 18	875.0	870.5
LOT 19	876.5	872.0
LOT 20	875.5	871.0
LOT 21	870.5	866.0
LOT 22	867.0	
LOT 23	870.0	
LOT 24	875.0	870.5
LOT 25	877.0	
LOT 26	877.0	
LOT 27	876.5	
LOT 28	880.0	875.5
LOT 29	880.5	876.0
LOT 30	880.5	
LOT 31	887.0	882.5

HERITAGE PARK NORTH

ALL OF THE OUTLOT OF CERTIFIED SURVEY MAP NO. 4988 AND LOT 6 OF HERITAGE PARK, BEING PART OF THE NE. 1/4, NW. 1/4, SE. 1/4 AND SW. 1/4 OF THE NW. 1/4 OF SECTION 34, T.9N., R.20E., VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

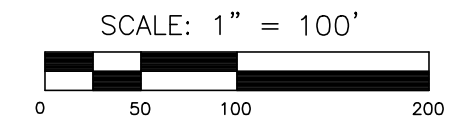
SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
HOME PATH FINANCIAL, LP
5116 N 126TH ST.
BUTLER, WI 53077

SEE SHEET 2 FOR EASEMENT DETAILS



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



ALL OF THE OUTLOT OF CERTIFIED SURVEY MAP NO. 4988 AND LOT 6 OF
HERITAGE PARK, BEING PART OF THE NE. 1/4, NW. 1/4, SE. 1/4 AND SW. 1/4 OF
THE NW. 1/4 OF SECTION 34, T.9N., R.20E.,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

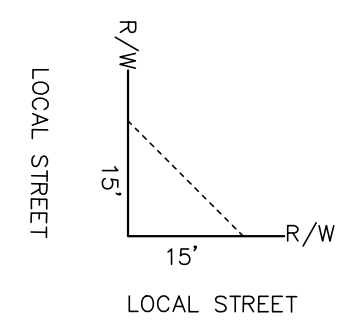
LEGEND

- - 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
- 11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- ⊕ - CONCRETE MONUMENT W/ BRASS CAP FOUND
- ◎ - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- xxxxxxxxxx - NO ACCESS

xxxxxxxxxxx - NO ACCESS

CONC. MON.
W/BRASS CAP
NW CORNER
SECTION 34-9-20
N:445,344.21
E:2,468,901.03

VISION CORNER
DETAIL (N.T.S.)



THE HEIGHT OF ALL PLANTINGS, BERMS, FENCES, SIGNS OR OTHER STRUCTURES WITHIN THE VISION CORNER EASEMENT IS LIMITED TO 24 INCHES ABOVE THE ELEVATION OF THE CENTER OF THE INTERSECTION. NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED WITHIN THE VISION CORNER EASEMENT.

SURVEYOR:

KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
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(414) 949-8919
KKINDRED@SEHINC.COM

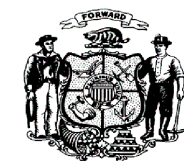
SURVEY FOR:

HOME PATH FINANCIAL, LP
5116 N 126TH ST.
BUTLER, WI 53077

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



WETLANDS FIELD DELINEATED BY SEH
AUGUST 2018-SEE SHEET 3
FOR WETLAND LINE TABLE

OUTLOT 1

UNNAMED STREAM PER L
WDNR GIS SURFACE WATER
VIEWER (NON-NAVIGABLE)

52.00' HERITAGE
END OF FORK IS LIMIT OF NAVIGABILITY
PER ANDREA STERN @ WDNR SEPT 2018

CONC MON
W/BRASS CAP
WEST 1/4 CORNER
SECTION 34-9-20
N:442,701.15
E:2,468,972.32

SOUTH LINE OF NW 1/4 SECTION 34-9-20

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 2 OF 4



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

DATED THIS 7TH DAY OF JULY, 2022

PROJECT STESH #161859

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

SURVEY FOR:
HOME PATH FINANCIAL, LP
5116 N 126TH ST.
BUTLER, WI 53077

HERITAGE PARK NORTH

ALL OF THE OUTLOT OF CERTIFIED SURVEY MAP NO. 4988 AND LOT 6 OF
HERITAGE PARK, BEING PART OF THE NE. 1/4, NW. 1/4, SE. 1/4 AND SW. 1/4 OF
THE NW. 1/4 OF SECTION 34, T.9N., R.20E.,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

WETLAND LINE TABLE		
SEGMENT	LENGTH	DIRECTION
L1	43.04'	N01°32'45"W
L2	8.88'	N68°27'58"E
L3	8.14'	N34°32'07"E
L4	8.81'	N14°31'56"E
L5	8.62'	N28°11'36"E
L6	7.00'	N37°47'22"E
L7	9.26'	N48°30'04"E
L8	12.79'	N32°21'46"E
L9	16.00'	N04°14'44"W
L10	9.43'	N26°50'59"E
L11	7.30'	N26°49'07"E
L12	8.11'	N33°20'09"E
L13	15.79'	N47°15'33"E
L14	8.53'	N22°52'20"E
L15	8.17'	N35°34'10"E
L16	10.98'	N26°42'29"E
L17	16.41'	N09°19'07"E
L18	16.72'	N05°27'16"W
L19	8.94'	N15°39'28"E
L20	8.30'	N00°49'57"E
L21	6.49'	N33°17'08"W
L22	7.89'	N17°05'54"W
L23	7.96'	N08°42'15"W
L24	7.39'	N08°23'48"E
L25	7.13'	N43°35'27"E
L26	6.20'	N05°17'22"E
L27	6.30'	N06°14'23"E
L28	7.57'	N40°38'02"E
L29	14.36'	N14°14'07"E
L30	10.06'	N22°11'37"W
L31	6.06'	N53°35'42"W
L32	8.39'	N31°46'25"W
L33	8.31'	N50°57'42"W
L34	6.52'	N16°39'26"W
L35	14.94'	N11°03'00"W
L36	9.51'	N26°12'49"W
L37	8.46'	N09°37'38"W
L38	8.94'	N28°03'23"W
L39	8.15'	N44°26'13"W
L40	6.03'	N27°16'49"W
L41	13.91'	N06°12'11"W
L42	16.70'	N65°59'05"E
L43	10.95'	N25°09'18"E
L44	11.60'	S83°52'09"E
L45	13.52'	N65°44'41"E
L46	10.21'	N71°52'35"E
L47	13.21'	N82°49'35"E
L48	5.63'	N08°14'54"W
L49	6.73'	N76°29'30"E
L50	4.63'	N37°10'14"E
L51	8.80'	N78°48'40"E

WETLAND LINE TABLE		
SEGMENT	LENGTH	DIRECTION
L52	10.28'	N85°03'29"E
L53	9.05'	S78°42'41"E
L54	7.00'	S32°16'06"E
L55	6.11'	N68°50'21"E
L56	5.43'	S86°03'32"E
L57	14.80'	S76°55'22"E
L58	13.51'	N74°05'42"E
L59	11.49'	S86°15'28"E
L60	11.80'	N78°49'02"E
L61	79.58'	N76°36'40"E
L62	74.99'	N65°01'10"E
L63	80.25'	N88°46'59"E
L64	50.82'	S83°04'54"E
L65	45.82'	N70°48'21"E
L66	55.78'	S46°25'53"E
L67	18.96'	S76°07'44"E
L68	60.53'	S85°01'51"E
L69	86.71'	N79°45'00"E
L70	66.33'	N70°02'43"E
L71	71.70'	N72°08'51"E
L72	68.73'	N71°03'01"E
L73	71.84'	S76°47'01"E
L74	82.62'	N88°21'21"E
L75	41.32'	N78°54'14"E
L76	5.67'	S05°55'48"E
L77	32.08'	S27°03'09"E
L78	38.86'	S64°53'13"W
L79	77.68'	S76°09'59"W
L80	61.46'	S62°06'35"W
L81	12.94'	S32°08'37"W
L82	4.96'	S08°33'08"E
L83	4.97'	S35°10'50"W
L84	5.80'	S71°07'18"W
L85	7.18'	N82°32'56"W
L86	6.57'	N66°34'35"W
L87	6.01'	N54°56'10"W
L88	11.54'	N63°59'36"W
L89	10.77'	N86°14'10"W
L90	7.15'	N58°32'07"W
L91	5.92'	N48°05'44"W
L92	7.35'	S63°29'42"W
L93	5.58'	S24°37'51"E
L94	6.64'	S30°29'12"E
L95	7.12'	S27°31'42"E
L96	6.25'	S15°10'01"W
L97	4.94'	S51°00'35"W
L98	11.84'	S69°32'54"W
L99	12.31'	S35°11'21"W
L100	9.54'	S08°21'26"W
L101	4.03'	S04°59'21"W
L102	7.17'	S08°29'28"W

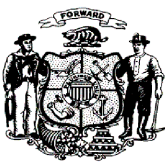
WETLAND LINE TABLE		
SEGMENT	LENGTH	DIRECTION
L103	6.34'	S18°37'04"W
L104	6.62'	S48°51'59"W
L105	6.85'	S27°32'17"W
L106	7.96'	S37°51'45"W
L107	7.08'	S74°39'42"W
L108	7.09'	S84°40'33"W
L109	13.74'	S78°00'42"W
L110	7.81'	S87°29'56"W
L111	8.29'	N78°56'53"W
L112	14.09'	N63°02'37"W
L113	6.25'	S80°29'22"W
L114	10.51'	S01°11'44"E
L115	6.94'	S01°16'20"W
L116	6.53'	S04°38'57"W
L117	4.57'	S34°49'55"E
L118	6.61'	N73°56'20"E
L119	7.12'	N82°54'47"E
L120	20.19'	S78°32'18"E
L121	6.74'	S86°20'35"E
L122	8.84'	S58°08'52"E
L123	7.23'	N80°46'19"E
L124	6.84'	S65°55'26"E
L125	5.85'	S46°02'26"E
L126	10.97'	S41°03'11"E
L127	7.67'	S56°03'02"E
L128	15.29'	S70°29'36"E
L129	63.67'	S19°10'00"E
L130	6.54'	S69°31'31"E
L131	5.19'	S60°35'38"E
L132	12.62'	S51°08'19"E
L133	5.95'	S25°32'35"E
L134	43.05'	S43°47'17"E
L135	48.16'	S59°12'50"E
L136	74.20'	S60°11'40"E
L137	111.63'	S86°39'15"W
L138	44.73'	N49°06'19"W
L139	44.83'	N26°54'12"W
L140	37.07'	N65°47'12"W
L141	94.12'	N88°58'17"W
L142	55.26'	S78°14'24"W
L143	25.36'	N89°59'59"W
L144	16.25'	N56°19'42"W
L145	42.86'	S87°44'29"W
L146	31.16'	S49°25'11"W
L147	37.80'	S03°25'08"W
L148	20.50'	S15°57'19"W
L149	63.65'	N86°33'11"W
L150	110.84'	S86°59'34"W
L151	33.79'	S67°07'15"W
L152	298.48'	S88°54'58"W

Curve Table								
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2	
A	C/L	230.00'	14°40'15"	58.89'	58.73'	N05°47'23"E	N01°32'45"W	N13°07'30"E
	LOT 2	200.00'	14°40'23"	51.22'	51.08'	S05°47'27"W	S13°07'38"W	S01°32'45"E
	ROW	260.00'	14°40'15"	66.57'	66.39'	N05°47'23"E	N01°32'45"W	N13°07'30"E
	LOT 33	260.00'	1°16'10"	5.76'	5.76'	N00°54'40"W	N01°32'45"W	N00°16'35"W
B	LOT 34	260.00'	13°24'05"	60.81'	60.68'	N06°25'27"E	N00°16'35"W	N13°07'30"E
	C/L	100.00'	14°18'57"	24.99'	24.92'	N05°36'43"E	N12°46'12"E	N01°32'45"W
	LOT 5	130.00'	14°18'57"	32.48'	32.40'	S05°36'43"W	S01°32'45"E	S12°46'12"W
C	LOT 31	70.00'	14°18'57"	17.49'	17.44'	N05°36'43"E	N12°46'12"E	N01°32'45"W
	C/L	100.00'	24°17'40"	42.40'	42.08'	N00°37'22"E	N11°31'28"W	N12°46'12"E
D	LOT 7	70.00'	24°17'40"	29.68'	29.46'	S00°37'22"W	S12°46'12"W	S11°31'28"E
	LOT 15	130.00'	33°16'31"	75.50'	74.44'	N05°06'47"E	N11°31'28"W	N21°45'03"E
E	LOT 10	30.00'	48°11'23"	25.23'	24.49'	S35°37'10"E	S11°31'28"E	S59°42'51"E
	ROW	60.00'	276°22'46"	289.42'	80.00'	S78°28'32"W	S59°42'51"E	N36°39'55"E
	LOT 10	60.00'	55°23'09"	58.00'	55.77'	S32°01'16"E	S59°42'51"E	
	LOT 11	60.00'	55°23'09"	58.00'	55.77'	S23°21'53"W		
	LOT 12	60.00'	55°23'09"	58.00'	55.77'	S78°45'02"W		
	LOT 13	60.00'	65°30'18"	68.60'	64.92'	N40°48'14"W		
F	OUTLOT 1	60.00'	44°43'01"	46.82'	45.65'	N14°18'25"E		N36°39'55"E
G	C/L	100.00'	14°18'48"	24.98'	24.92'	N84°23'12"W	N77°13'48"W	S88°27'24"W
	LOT 15	70.00'	14°18'48"	17.49'	17.44'	N84°23'12"W	N77°13'48"W	S88°27'24"W
	LOT 31	130.00'	14°18'48"	32.48'	32.39'	S84°23'12"E	N88°27'24"E	S77°13'48"E
H	C/L	100.00'	64°50'18"	113.16'	107.22'	S56°02'15"W	S88°27'24"W	S23°37'06"W
	LOT 19	70.00'	64°50'18"	79.21'	75.06'	S56°02'15"W	S88°27'24"W	S23°37'06"W
	ROW	130.00'	64°50'18"	147.11'	139.39'	S56°02'15"W	S88°27'24"W	S23°37'06"W
	LOT 25	130.00'	5°50'13"	13.24'	13.24'	N26°32'12"E	N23°37'06"E	
	LOT 26	130.00'	34°12'34"	77.62'	76.47'	N46°33'36"E		
	LOT 27	130.00'	24°47'31"	56.25'	55.81'	N76°03'38"E		N88°27'24"E
I	C/L	160.00'	48°11'35"	134.58'	130.65'	S47°42'53"W	S23°37'06"W	S71°48'41"W
	ROW	190.00'	48°11'35"	159.81'	155.14'	S47°42'53"W	S23°37'06"W	S71°48'41"W
	LOT 20	190.00'	6°34'53"	21.82'	21.81'	S26°54'32"W	S23°37'06"W	
	OUTLOT 1	190.00'	41°36'42"	137.99'	134.98'	S51°00'20"W		S71°48'41"W
J	LOT 24	130.00'	48°11'35"	109.35'	106.15'	N47°42'53"E	N71°48'41"E	N23°37'06"E
	C/L	270.00'	16°38'34"	78.43'	78.15'	S80°07'58"W	S71°48'41"W	S88°27'15"W
	OUTLOT 1	300.00'	16°38'34"	87.14'	86.84'	S80°07'58"W	S71°48'41"W	S88°27'15"W
	ROW	240.00'	16°38'34"	69.71'	69.47'	S80°07'58"W	S71°48'41"W	S88°27'15"W
	LOT 21	240.00'	8°23'02"	35.12'	35.09'	N84°15'44"E	N88°27'15"E	
	LOT 22	240.00'	8°15'32"	34.59'	34.56'	N75°56'27"E		N71°48'41"E

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



DATED THIS 7TH DAY OF JULY, 2022

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 3 OF 4



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT STESH #161859

HERITAGE PARK NORTH

ALL OF THE OUTLOT OF CERTIFIED SURVEY MAP NO. 4988 AND LOT 6 OF
HERITAGE PARK, BEING PART OF THE NE. 1/4, NW. 1/4, SE. 1/4 AND SW. 1/4 OF
THE NW. 1/4 OF SECTION 34, T.9N., R.20E.,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

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

That I have surveyed, divided and mapped all of the Outlot of Certified Survey Map No. 4988 and all of Lot 6 of Heritage Park, being part of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 34, T.9N., R.20E., Village of Germantown, Washington County, Wisconsin more fully described as;

All of the Outlot of Certified Survey Map No. 4988 and all of Lot 6 of Heritage Park.

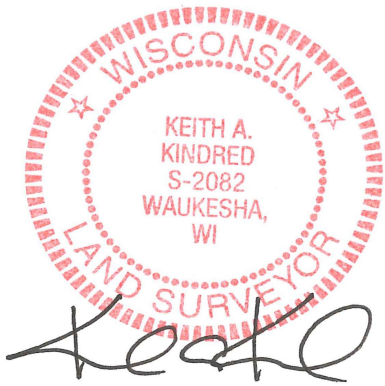
Said lands contain 1,436,693 S.F., 32.98 Ac.

That I have made such survey, land division and plat by the direction of Home Path Financial, LP, owner of said lands.

That such plat 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 of the Wisconsin State Statutes and the subdivision regulations of the Village of Germantown in surveying, dividing and mapping the same.

Dated this 7th day of July, 2022.



Keith A. Kindred, PLS S--2082

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

Home Path Financial, LP, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Home Path Financial, LP, a corporation 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 plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Home Path Financial, LP, does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

- 1) Department of Administration
- 2) Washington County Planning and Parks Department
- 3) Village of Germantown

IN WITNESS WHEREOF, said Home Path Financial, LP, has caused these presents to be signed by _____, member, and countersigned by _____, member, at _____, Wisconsin, and its corporate seal to be hereunto affixed on this _____ day of _____

In Presence of:

_____, member

_____, member

STATE OF WISCONSIN)

_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named _____, member, and _____, member, of the above named corporation, to me known to be such members of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public

_____ County, Wisconsin

My Commission Expires _____

VILLAGE BOARD APPROVAL CERTIFICATE:

This plat of Heritage Park North, in the Village of Germantown, Home Path Financial, LP., owner, is hereby approved by the Village Board of Trustees of the Village of Germantown.

Date: _____
Dean Wolter, Village President

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of Trustees of the Village of Germantown.

Date: _____
Deanna Braunschweig, Village Clerk

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named _____, Village President, and _____, Village Clerk, of the above named village board, to me known to be such members of said village board, and acknowledged that they executed the foregoing instrument as such officers as the deed of said village board by its authority.

Notary Public

_____ County, Wisconsin

My Commission Expires _____

PLAN COMMISSION APPROVAL CERTIFICATE:

This plat of Heritage Park North, in the Village of Germantown, Home Path Financial, LP., owner, is hereby approved by the Plan Commission.

Approved as of the ____ day of _____, 2019.

Date: _____ Signed _____
Dean Wolter, Chairperson

Date: _____ Signed _____
Laura A. Johnson, Secretary

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named _____, Chairperson, and _____, Secretary, of the above named plan commission, to me known to be such members of said plan commission, and acknowledged that they executed the foregoing instrument as such officers as the deed of said plan commission by its authority.

Notary Public

_____ County, Wisconsin

My Commission Expires _____

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
_____ COUNTY) SS

I, Kim E. Rath, being the duly appointed, qualified and acting Finance Director of the Village of Germantown, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____ on any of the land in the plat of Heritage Park North.

Dated _____
Kim E. Rath, Finance Director

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
_____ COUNTY) SS

I, Scott M. Henke, being duly elected, qualified and acting Treasurer of Washington County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in the plat of Heritage Park North.

Date _____
Scott M. Henke, County Treasurer



PROJECT STESH #161859

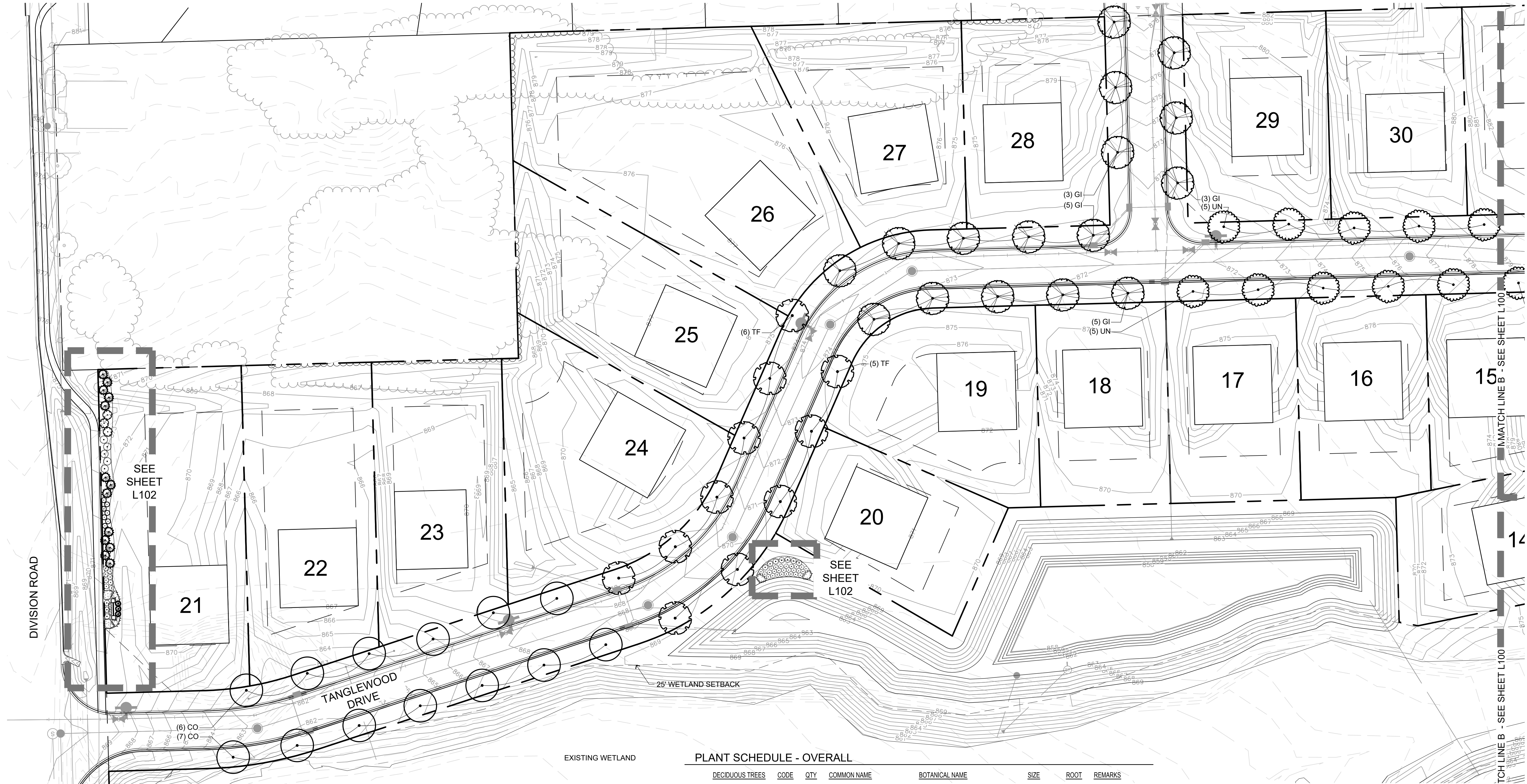
SURVEYOR:
KEITH A. KINDRED, PLS S--2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
HOME PATH FINANCIAL, LP
5116 N 126TH ST.
BUTLER, WI 53077

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 4 OF 4

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LANDSCAPE REQUIREMENTS

- 17.43 (5) Landscape Requirements & Plan Review (Zoning Ordinance)
- (b) All developments subject to this section shall be required to comply with minimum landscaping standards, as follows:
- (1) Residential Development
- (i) All yards sodded or seeded on at least 4 inches of topsoil
- (ii) Two trees and/or shrubs per dwelling unit. Trees shall be a minimum of 1 1/2" dia. and shrubs shall be a minimum of 3 years old, with placement according to the plan approved. 35 lots x 2 = 70 trees and/or shrubs

Trees and/or Shrubs Provided Per Dwelling Unit: 73 shrubs, 18 ornamental grasses and 27 perennials provided in common areas

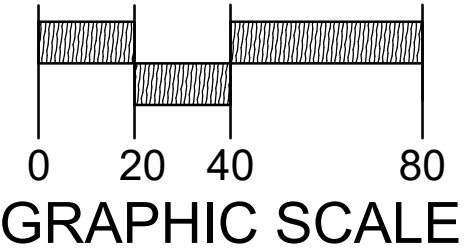
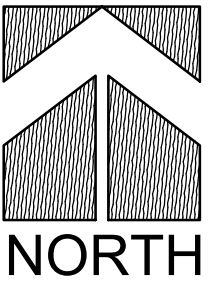
1.13 Street Trees (Developer's Agreement)

Developer shall install street trees in roadway terraces of the Subdivision in a quantity equal or greater than one tree per 50 LF

Street Trees Provided: 1 tree per 50 LF = 101 trees

PLANT SCHEDULE - OVERALL

DECIDUOUS TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
	SMM	12	State Street Miyabe Maple	Acer miyabei 'Morton' TM	2 1/2" CAL	B&B	Full, matching heads
	TF	11	Turkish Filbert	Corylus columa	2 1/2" CAL	B&B	Full, matching heads
	SL	8	Skyline Honey Locust	Gleditsia triacanthos 'Skycole'	2 1/2" CAL	B&B	Full, matching heads
	GI	16	Decaf Kentucky Coffeetree	Gymnocladus dioica 'McKBranded' TM	2 1/2" CAL	B&B	Full, matching heads
	SWO	8	Swamp White Oak	Quercus bicolor	2 1/2" CAL	B&B	Full, matching heads
	CO	13	Chinkapin Oak	Quercus muehlenbergii	2 1/2" CAL	B&B	Full, matching heads
	TM	10	Shawnee Brave™ Bald Cypress	Taxodium distichum 'Mickelson'	2" CAL	B&B	Full, matching heads
	RDL	11	Redmond American Linden	Tilia americana 'Redmond'	2 1/2" CAL	B&B	Full, matching heads
	UN	12	New Harmony American Elm	Ulmus americana 'New Harmony'	2 1/2" CAL	B&B	Full, matching heads



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HERITAGE PARK NORTH
VILLAGE OF GERMANTOWN, WI

OVERALL
LANDSCAPE PLAN - WEST

DESCRIPTION

DATE

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

raSmith
CREATIVITY BEYOND ENGINEERING

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

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DATE: 09/12/22

SCALE: 1:40_XREF

JOB NO. 3220189

PROJECT MANAGER:
CHRIS HITCH, PE

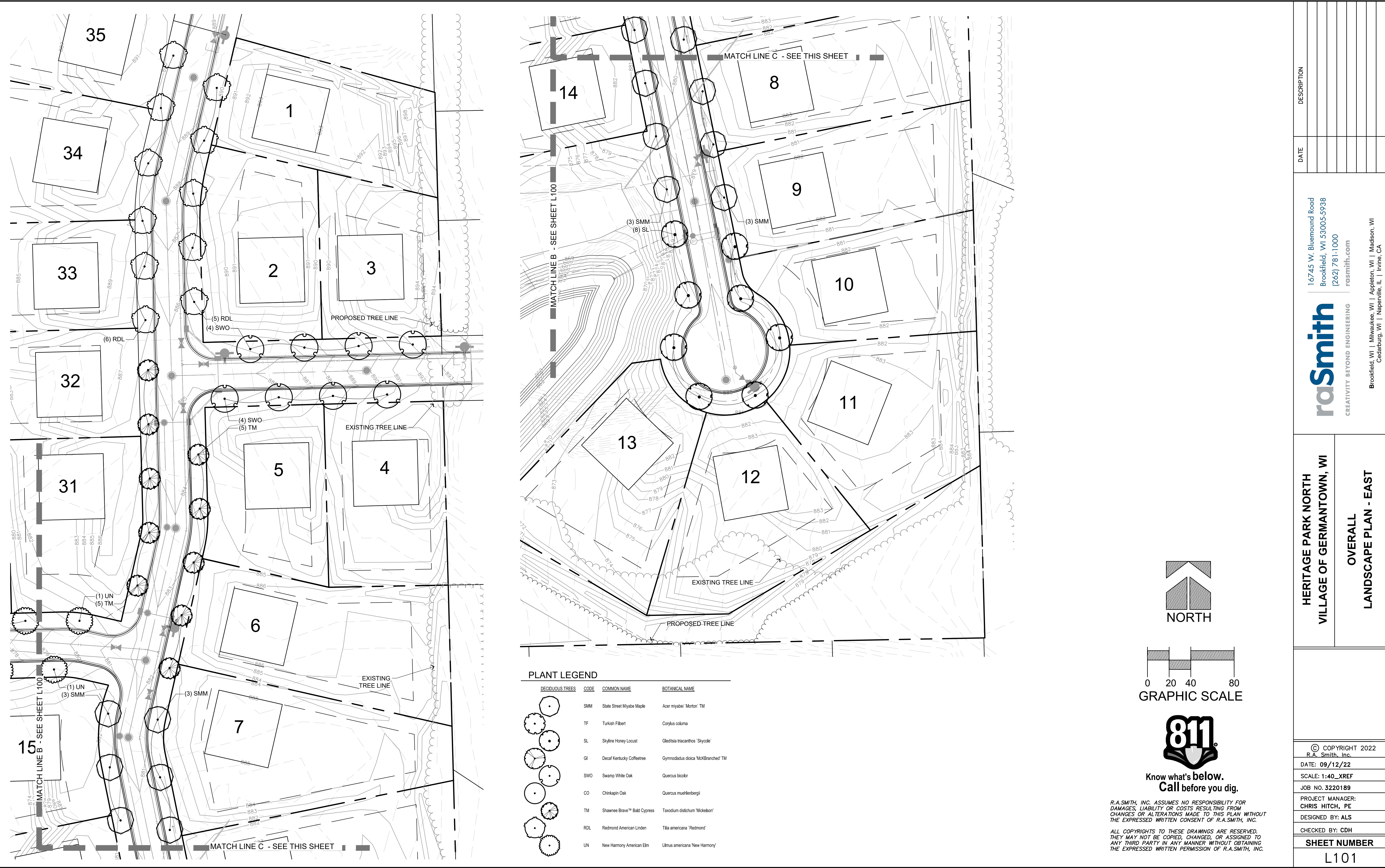
DESIGNED BY: ALS

CHECKED BY: CDH

SHEET NUMBER

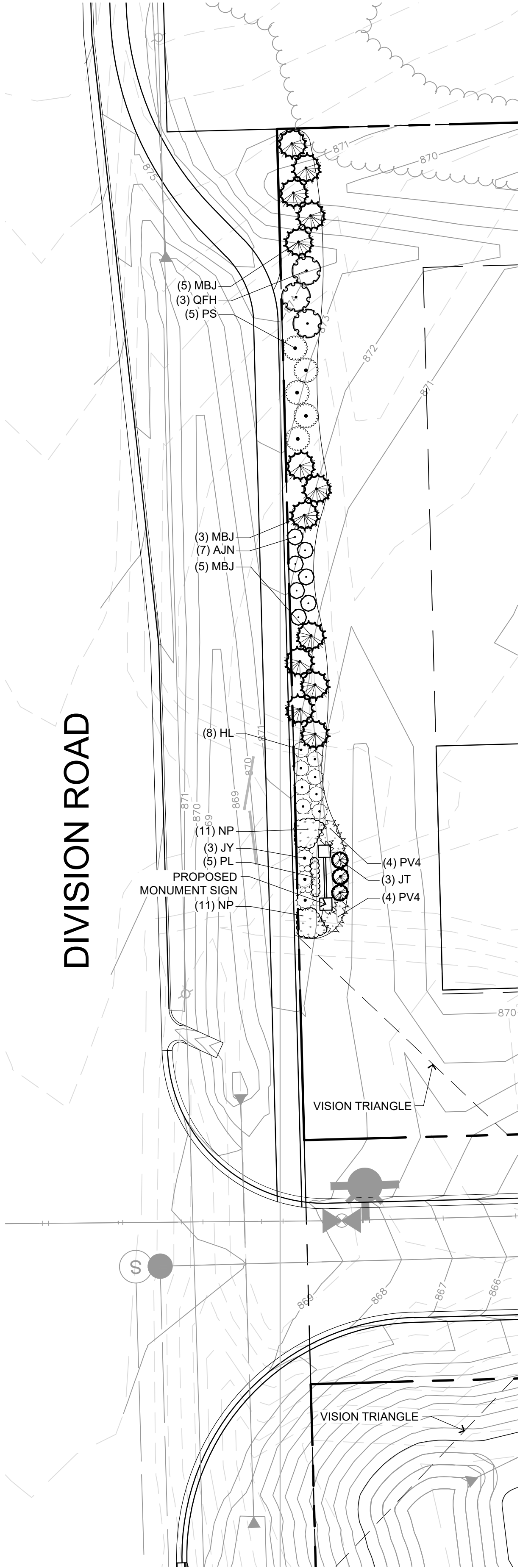
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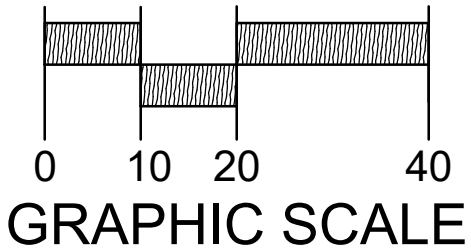
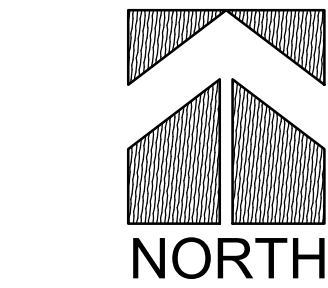
DESCRIPTION	
DATE	
16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com	
raSmith CREATIVITY BEYOND ENGINEERING	
Brookfield, WI Milwaukee, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	
HERITAGE PARK NORTH VILLAGE OF GERMANTOWN, WI	
OVERALL LANDSCAPE PLAN - EAST	
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DATE: 09/12/22	
SCALE: 1:40_XREF	
JOB NO. 3220189	
PROJECT MANAGER: CHRIS HITCH, PE	
DESIGNED BY: ALS	
CHECKED BY: CDH	
SHEET NUMBER	
L101	

DIVISION ROAD



PLANT SCHEDULE - DIVISION ROAD & POND

EVERGREEN TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
	JT	3	Trautman Juniper	Juniperus chinensis 'Trautman'	6' HT	B&B	Semi-sheared, fully branched to ground
	MBJ	13	Mountbatten Juniper	Juniperus chinensis 'Mountbatten'	6' HT	B&B	Semi-sheared, fully branched to ground
DECIDUOUS SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
	DBH	26	Dwarf Bush Honeysuckle	Diervilla lonicera	15" HT	CONT.	
	HL	8	Little Quick Fire® Panicle Hydrangea	Hydrangea paniculata 'SMHPLQF'	18" HT	CONT.	
	QFH	3	Quick Fire Hydrangea	Hydrangea paniculata 'Quick Fire'	24" HT	CONT.	
	PS	5	Summer Wine® Ninebark	Physocarpus opulifolius 'Seward'	24" HT	CONT.	
	AJN	7	Amber Jubilee Ninebark	Physocarpus opulifolius 'JeFam'	24" HT	CONT.	
EVERGREEN SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
	JY	10	Youngstown Andorra Juniper	Juniperus horizontalis 'Plumosa Compact Youngstown'	18"SPD	CONT.	
ORNAMENTAL GRASSES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
	PV4	18	Northwind Switch Grass	Panicum virgatum 'Northwind'	1 GAL	POT	30" Spacing
PERENNIALS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
	NP	22	Purrsian Blue Catmint	Nepeta x faassenii 'Purrsian Blue'	4 1/2"	CONT.	24" Spacing
	PL	5	Lacey Blue Russian Sage	Perovskia atriplicifolia 'Lisslitt'	4 1/2"	CONT.	24" Spacing



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DESCRIPTION

DATE

16745 W. Bluemound Road
Brookfield, WI 53005-5938
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raSmith
CREATIVITY BEYOND ENGINEERING

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

HERITAGE PARK NORTH
VILLAGE OF GERMANTOWN, WI

DETAILED
LANDSCAPE PLAN

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R.A. Smith, Inc.
DATE: 09/12/22
SCALE: 1:20_XREF
JOB NO. 3220189
PROJECT MANAGER:
CHRIS HITCH, PE
DESIGNED BY: ALS
CHECKED BY: CDH

SHEET NUMBER
L102

Prune only broken branches after installation, never trim leader

Plant root collar 1" to 3" above grade
No tree wrap

Remove burlap, twine and wire cage from top 1/3 of root ball to find root collar
Snip the wire basket and peel the burlap off

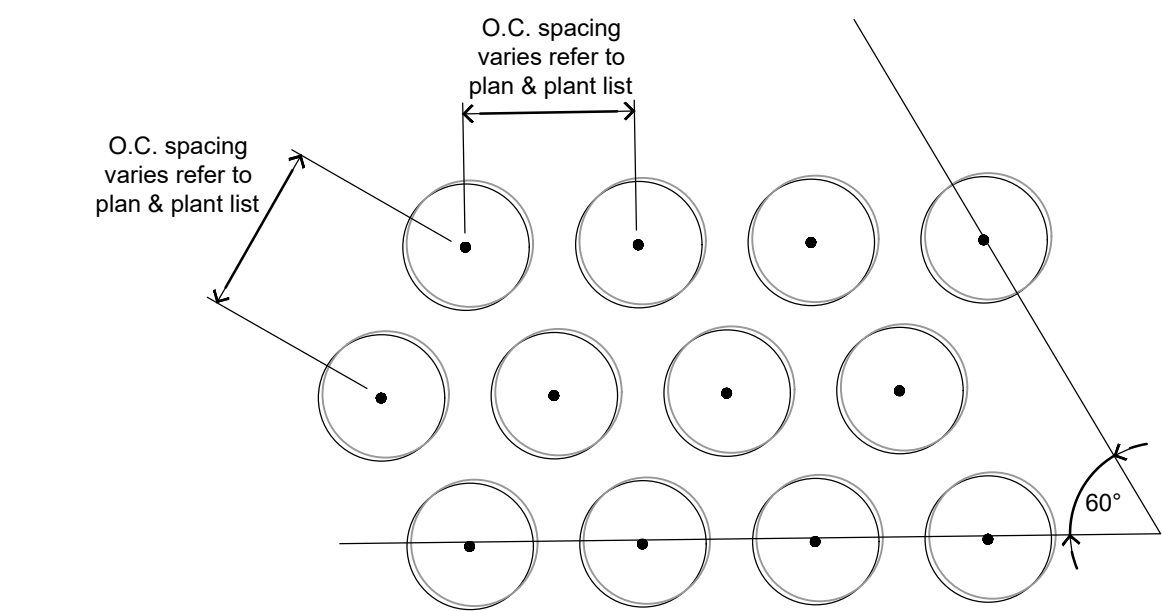
3" - 4" layer of shredded hardwood mulch over loosened soil ring
DO NOT BUILD UP MULCH ONTO TRUNK OF TREE

Dig hole 3X wider than diameter of root ball
Use shovel to roughen up sides of exposed sides of hole

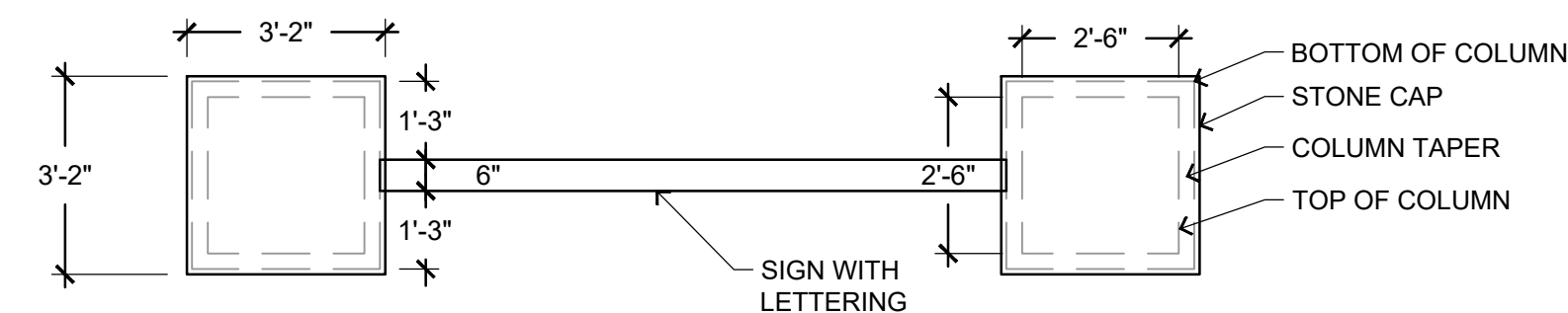
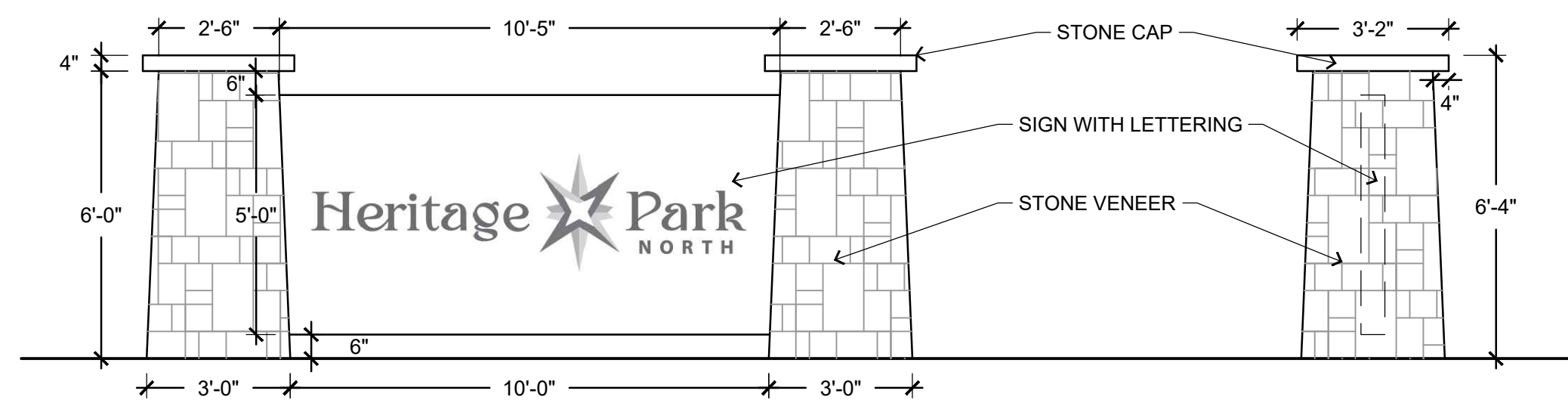
Backfill with clean native soil —
Avoid air pockets, use existing soil removed from hole as backfill.
Water in well, do not tamp (see specifications)

Existing subgrade

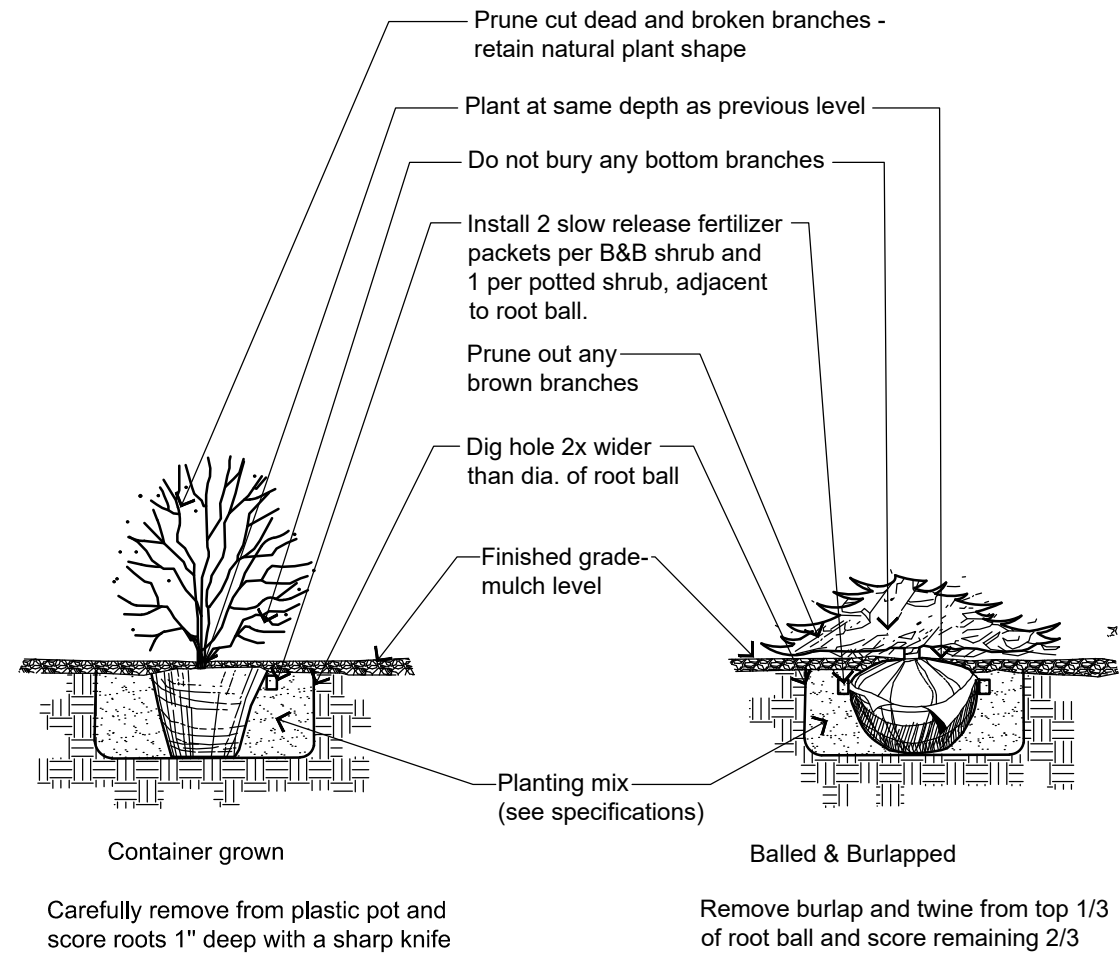
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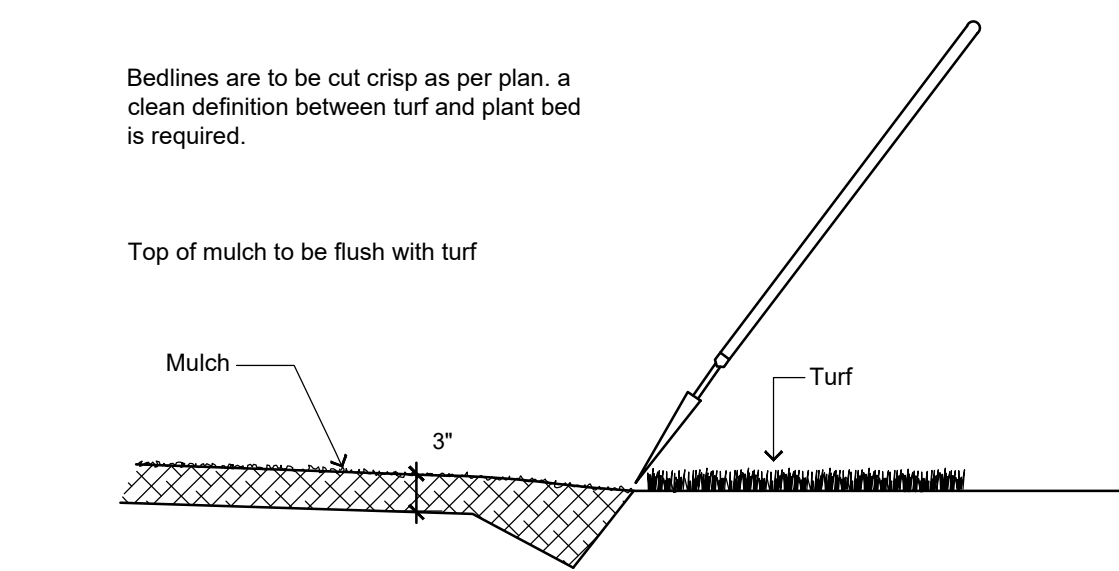
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5 NOT TO SCALE



NOT TO SCALE



NOT TO SCALE

1. Contractor responsible for contacting public and private underground utility locating service to have site marked prior to any digging or earthwork.
2. Contractor to verify all plant quantities shown on plant list and verify with plan. Report any discrepancies immediately to general contractor.
3. All plantings shall comply with standards as described in American Standard of Nursery Stock - ANSI Z60.1 (latest version). General contractor or owner's representative reserves the right to inspect and potentially reject any plants that are inferior, compromised, undersized, diseased, improperly transported, installed incorrectly or damaged.
4. Any potential plant substitutions must be submitted in writing and approved by the general contractor or owner's representative prior to installation. All plants must be installed as per sizes shown on plant material schedule, unless approved by general contractor or owner's representative.
5. The subsequent requirements regarding topsoil should be coordinated between the general contractor, grading contractor and landscape contractor.
6. Topsoil should be placed to within 4" of finish grade by general / grading contractor during rough grading operations. Planting islands and planting beds to be backfilled with screened topsoil (per note below) to a minimum depth of 18" by general / grading contractor to insure long term plant health.
7. Topsoil shall be: screened existing stockpiled topsoil, screened existing in-place soil, or screened soil from an off-site source that will support plant growth, and meets the following requirements. The soil shall closely match the mechanical analysis (percentage sand, silt and clay) of the existing subsoil. Soil shall be free of rocks, coarse fragments, gravel, sticks, trash, roots, debris over 3/4" and any substances harmful to plant growth. It also must be free of plants or plant parts of any noxious weeds.
8. Planting beds and parking lot islands: Landscape contractor is responsible for ensuring that unwanted material (gravel, debris, roots and other extraneous material harmful to plant growth) has been removed from the topsoil and the fine grading of all landscaped areas. The fine grading of planting beds and parking lot islands may require additional topsoil to bring to finish grade. Crown all planting islands and planting beds not adjacent to buildings, a minimum of 6" to provide proper drainage, unless otherwise specified. All other finished landscaped areas to be smooth, uniform and provide positive drainage away from structures and pavement.
9. Seeded areas: to receive a settled minimum depth of 4" of blended, prepared and non-compacted topsoil. Landscape contractor is responsible for excavation and removal of unwanted material (gravel, debris, roots and other extraneous material harmful to plant growth) to the specified depth, supplementing with additional topsoil (if necessary) and the fine grading of all seeded areas.
10. Tree planting (see planting detail):
Plant all trees slightly higher than finished grade at root flare. Remove excess soil from top of root ball, if needed. Scarcely side walls of tree pit prior to installation. Remove and discard non-biodegradable burlap and support wire. Remove biodegradable burlap and wire cage (if applicable) from top one-third of rootball. Carefully bend remaining wire down to the bottom of hole once the tree has been placed into the hole and will no longer be moved. Score the remaining two-thirds of burlap and remove wire. Backfill pit with 80% existing soil removed from excavation and 20% compost blended prior to backfilling holes. Discard any gravel, heavy clay or stones. Avoid any air pockets and do not tamp soil down. When hole is two-thirds full, trees shall be watered thoroughly, and water left to soak in before proceeding.

Provide a 3" deep, 4 ft. diameter shredded hardwood bark mulch ring around all lawn trees. Do not build up any mulch onto trunk of any tree. Trees that are installed incorrectly will be replaced at the time and expense of the landscape contractor. Stake trees if site conditions warrant, to promote the long term establishment of the tree.
11. Shrub planting: all shrubs to be pocket planted with a 50/50 mix of compost and topsoil. Install topsoil into all plant beds as needed to achieve proper grade and replace undesirable soil (see planting detail). Remove all excessive gravel, clay and stones from plant beds prior to planting. When hole is two-thirds full, shrubs shall be watered thoroughly and water left to soak in before proceeding.
12. Mulching: all shrub and shrub planting beds to receive a 3" deep layer of high quality shredded hardwood bark mulch (not environment). All perennial and ornamental grass planting areas to receive a 2" layer and groundcover areas a 1-2" layer of the same mulch. Do not mulch annual flower beds (if applicable). Do not allow mulch to contact plant stems and tree trunks.
13. Edging: edge all planting beds with a 4" deep spaded edge (shovel cut or mechanical). Bedlines are to be cut crisp, as per plan. A clean definition between lawn area and plant bed is required.
14. Plant bed preparation: all perennial, ornamental grass, annual and groundcover areas are required to receive a blend of organic soil amendments prior to installation. Rototill the following materials, at the ratio given, into the required 18" of topsoil to a depth of approx. 8" -

Per every 100 square feet of bed area add:

2 cu. ft. bale of peat moss
2 lbs. of 5-10-5 slow release fertilizer
1/4 cu. yard of composted manure
15. Lawn installation for all seeded turfgrass areas: remove / kill off any existing unwanted vegetation prior to seeding. Prepare the topsoil and seed bed by removing all surface stones 1" or larger and grading lawn areas to finish grade. Apply a starter fertilizer and specified seed uniformly and provide mulch covering suitable to germinate and establish turf. Provide seed and fertilizer mix information to general contractor prior to installation. Erosion control measures are to be used in swales and on steep grades, where applicable. Methods of installation may vary at the discretion of the landscape contractor on his/her responsibility to establish and guarantee a smooth, uniform, quality turf. A minimum depth of 3" of blended, prepared and non-compacted topsoil is required for all lawn areas. If straw mulch is used as a mulch covering, a tackifier may be necessary to avoid wind damage. Marsh hay containing red canary grass is not acceptable as a mulch covering.

An acceptable quality turf is defined as having no more than 10% of the total area with bare spots larger than 1 square foot and uniform coverage throughout all turf areas.

Seed mix type 'A' for lawn areas - use only a premium quality seed mix. Premium blend seed mix (or equivalent): 50% blended bluegrass, 25% creeping red fescue, 25% perennial ryegrass applied at 5 lbs per 1,000 SF or at recommended rates from supplier. Provide seed specifications to general contractor prior to installation.
17. Warranty and replacements: Trees, evergreens, and shrubs to be guaranteed (100% replacement) for a minimum of one (1) year from the date of substantial project completion. Perennials, groundcovers, and ornamental grasses to be guaranteed for a minimum of one growing season from the date of substantial project completion. Perennials, groundcovers, and ornamental grasses planted after September 1st shall be guaranteed through May 31st of the following year. Only one replacement per plant will be required during the warranty period, except for losses or replacements due to failure to comply with specified requirements.
18. The landscape contractor is responsible for the watering and maintenance of all landscape areas at time of planting and throughout construction until the substantial completion of the installation and acceptance by the owner. This includes all trees, shrubs, evergreens, perennials, ornamental grasses and turf grass. Work also includes weeding, edging, mulching (only if required), fertilizing, trimming, sweeping up grass clippings, pruning and deadheading.
19. Project completion: upon substantial completion of the project, the landscape contractor is responsible to conduct a final review with the owner's representative and the general contractor to answer questions and insure that all specifications have been met. The landscape contractor is to provide watering and general ongoing maintenance instructions (in writing) for the new plantings and lawn to the owner and general contractor.

[illegible]

Know what's **below**.
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Document Number

**Declaration of Covenants,
Conditions, and
Restrictions for Heritage
Park North**

Recording Area

This document was drafted by and
should be returned to:

Michelle Wagner Ebben, Esq.
Michael Best & Friedrich LLP
790 North Water Street, Suite 2500
Milwaukee, WI 53202

GTNV- 342426

Parcel Identification Numbers

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
HERITAGE PARK NORTH**

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR HERITAGE PARK NORTH**

Located in the
Village of Germantown, County of Washington
Wisconsin.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HERITAGE PARK NORTH (this “**Declaration**”) is made this ____ day of _____ 2022, by Home Path Financial Limited Partnership (“**Declarant**”).

WHEREAS, Declarant is the fee simple owner of the real property located in the Village of Germantown, County of Washington, Wisconsin (the “**Village**”) described on Exhibit A-1 attached hereto (the “**Property**”).

WHEREAS, Declarant desires to subject the Property to this Declaration and the conditions set forth herein.

**ARTICLE I
BUILDING AND USE RESTRICTIONS**

1. **Purpose.** The purpose of this Declaration is to insure the use of the Property for a single-family residential subdivision, to prevent nuisance, to prevent the impairment of the attractiveness of the Property, and to maintain the desired atmosphere and appearance of the community, and to secure to each Residential Owner (defined below) the full benefit and enjoyment of his or her Lot (defined below), with no greater restriction on the free and undisturbed use thereof than is necessary to insure the same advantages to all other Residential Owners.

2. **Lot; Residential Owner.** For purposes of this Declaration, the term “**Subdivision**” shall mean the Property as platted by that certain plat of “Heritage Park North” in the office of the Washington County Register of Deeds in [Volume __, Pages __ as Document Number ____] (the “**Plat**”) a copy of which is attached hereto as Exhibit A-2. The term “**Lot**” shall mean any Lot in the Subdivision. For the Purposes of this Declaration, the term “**Residential Owner**” shall mean the owner of any Lot in the Subdivision.

3. **Single-Family Residence.** All Lots in the Subdivision are hereby restricted to allow the erection of only one (1) single-family residence (the “**Residence**”). Each Lot shall only be used for single-family purposes. A Lot shall be deemed to be used for “single-family purposes” if it is occupied by no more than one family (defined to include persons related by birth, marriage, or adoption) plus no more than one (1) unrelated person. No structures shall be erected, altered, or permitted to remain on any Lot or part thereof other than one (1) single-family dwelling and private attached garage with a capacity for at least two (2) vehicles. Such attached garage shall have a minimum depth of 20 feet and a maximum area of 800 square feet. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice may be conducted from any Lot. The foregoing restrictions as to Lot and use shall not, however, be construed in such a manner as to prohibit a Residential Owner from maintaining their professional library in their Residence, keeping their personal business or professional records or accounts in their Residence, or handling their personal business or professional telephone calls or correspondence from their Residence. Nothing in this Section shall authorize the maintaining of

an office (other than a sales office operated by Declarant) at which customers or clients customarily call and the same is prohibited.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

1. **Establishment, Duties, Membership.** There shall be an Architectural Control Committee ("**Committee**"), which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights. No building or other improvement shall be erected, placed, or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

2. **Rules.** The Committee shall consist of no fewer than three (3) persons designated by Declarant or, in the event Declarant no longer owns any interest in any Lot, designated by the Board of Directors (defined below). All members of the Committee shall serve at Declarant's pleasure until such time as Declarant no longer owns any interest in any Lot. A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Declarant no longer owns any interest in any Lot in the Subdivision, Declarant and Committee members shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the Board of Directors of the Association (defined below) shall elect the members and fill vacancies on the Committee. In the event of any vacancy during the time Declarant owns any interest in any Lot, Declarant shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. At such time as Declarant no longer owns any interest in any Lot, the Board shall elect the members and fill vacancies in the Committee. A member of the Committee may resign by submitting a written resignation to the address to which plans and specifications to the Committee are to be sent under Article II, Section 3 below. For the purpose of this Article, each Lot shall have a single vote.

3. **Procedure.** A Residential Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee, for its written approval, a complete set of construction plans and specifications for all improvements, a survey showing the location of all contemplated improvements and the required review fee. A "**complete set of construction plans and specifications**" shall mean all of the following:

- a. Complete construction details for all buildings, structures, fences, walls, and other improvements;
- b. All proposed facades of any building, including the style, color and location of eaves and windows;
- c. A Lot survey showing the building footprint, the Residence footprint and driveway, as well as all sidewalks, decks and patios and any other existing improvements;
- d. A description of materials to be used in any building or improvement;

- e. The color scheme of all improvements;
- f. Detailed landscape plans and specifications that comports with the Landscape Plan attached hereto as Exhibit C, which shall depict existing trees and any trees to be removed, their species, size and location, and the size and location of proposed trees, shrubs, bedding plantings, berms, fences, decks, patios, sidewalks, driveways, lamp posts, family gardens, in-ground pools and other landscape features and materials;
- g. Planned erosion control measures, existing ground grade, and proposed finished yard elevations that comport with the "Drainage Plan" (defined below); and
- h. Such other materials as the Committee may deem necessary.
- i. Any additional requirements specified in the Development Agreement (defined below).

All plans and specifications shall be submitted via email to [permitting@steppingstonehomes.net] or such other email address as the Committee shall designate, in .pdf format, and if reasonably requested by the Committee, shall be designed by a registered architect, a professional engineer, residential design professional or other comparable qualified individual or firm.

Upon receipt and acknowledgment by the Committee of a complete set of construction plans and specifications, the Committee shall endeavor to hold a meeting within fifteen (15) days to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. The Committee, with the written consent of at least two (2) of its members, may act without a meeting. The Committee may approve, disapprove, or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two (2) or more Committee members or by the Committee's authorized representative. If the Committee fails to render its decision on the preliminary or final development plans within fifteen (15) days of their submission and acknowledgment of receipt, or upon any resubmitted preliminary or final development plans within ten (10) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Residential Owner shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes. If an applicant disagrees with a decision by the Committee or if an application has been denied, or the approval is subject to conditions the Residential Owner feels are unacceptable, the Residential Owner may request a hearing before the Committee to justify his or her position. The Committee will hear such arguments and consider the supporting facts and render a decision within ten (10) business days of the hearing. The applicant may appeal such final decision to the Board of Directors by providing written notice to the Board of Directors within fifteen (15) days of the decision or else such right to appeal shall be forfeited.

4. **Standards.** The Committee shall have the right to reject any plans and specifications or landscape plans which, in the judgment and sole opinion of a majority of the Committee Members, or the representative of the Committee, as applicable:

- a. are not in conformity with any of the restrictions set forth in this Declaration;
or
- b. are not desirable for aesthetic reasons; or
- c. are not in harmony with buildings located on this surrounding Lots; or
- d. exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- e. are not in conformity with the general purposes of this Declaration as set forth in Article I, Section 1 hereof; or
- f. have exterior lighting in violation of Section 1.14(2) of the Development Agreement (defined below).

5. **Liability of Committee.** The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- a. The approval or disapproval of any plans and specifications, whether or not defective;
- b. The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- c. The development of any Lot or other real property within the Subdivision.

6. **Garage Locations.** Not more than one (1) private attached garage with a capacity for at least two (2) vehicles may be constructed on a Residence Building.

7. **Building Height.** No Residence shall exceed two and one-half (2 1/2) stories or thirty-five (35) feet in height.

8. **Minimum Floor Area.** All Residences shall contain the minimum floor areas contained within this Section 8. The minimum sizes for a Residence in the Subdivision shall be based solely on living area within the Residence. For the purpose of computing the square footage of living area within a Residence, the basement level or garage area of a Residence shall not be included in the square footage. Open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area. The main level is defined as the first level that is totally above the finished grade of the Lot. The Committee, in all instances, shall have final discretion in determining the minimum square footage required for a Residence to be built upon a Lot.

All Residences shall have the following minimum living areas:

- (a) [Single-story ranch-style houses shall have not less than one thousand four hundred (1,400) square feet of finished area.
- (b) Two-story houses shall have not less than a combined total of one thousand six hundred (1,600) square feet of finished area on both floors. The first floor shall have no less than eight hundred (800) square feet of livable area on the first floor.]

9. **Yard Requirements.** All buildings or any parts thereof shall be built and located in conformance with the restrictions depicted on the Plat and the following standards:

- a. [Minimum Street Front Setback: 65 feet from arterial streets or highways and a minimum of 35 feet from nonarterial streets or private roads.
- b. Minimum Side Setback: 15 feet from side of the Lot.
- c. Minimum Rear Setback: 35 feet from the rear Lot line.
- d. Any other standards required for the Village of Germantown Municipal Ordinance, but in no case less than the minimum standards set forth above.]

10. **Basement.** All Residences must have a full basement with ceiling heights of not less than eight (8) feet or standard eight (8) foot footing walls.

11. **Roof Pitch.** All Residences shall have a roof pitch of not less than [6:12] and eaves of the main roof shall extend beyond the nearest vertical wall not less than [one (1) foot].

12. **Exterior of Buildings.** The exterior of all buildings within the Subdivision shall be aesthetically compatible with the surrounding neighborhood. All Residences shall conform to the requirements set forth on Exhibit B, which may be amended by the Committee from time to time, in its sole discretion.

13. **Landscaping.** A Lot's provided landscape may consist of coniferous trees, trees and shrubbery containing edible fruit and nut bearing species, vines, grasses, and rain gardens furnished at the time of the completion of the home pursuant to the landscape plan set forth on Exhibit C attached hereto (the "**Landscape Plan**"). Each Lot's landscape may be further improved (and thereafter maintained) by and at the Residential Owner's sole cost and expense subject to the following rules and regulations:

a. All turf, trees, and plantings within landscape easements as identified on the plat and other executed easement dedications shall be maintained by the HOA, as well as the subdivision monumentation shown on the landscape plans

a. Residential Owner obtains the Committee's prior written consent to any proposed changes that materially deviates from the Landscape Plan.

b. Each Lot Owner shall keep its Lot free of any "noxious weeds," as defined by the State of Wisconsin, Department of Natural Resources as may be amended from

time to time, and not exceed [144] sq. ft. The garden area's location shall be approved by the Committee and such garden area may be enclosed by a decorative fence.

c. Any vegetable growing is limited to vegetables that may not exceed three (3) feet in height (no corn) and shall not be located in the front yard of any Lot and shall be exclusively to the rear and side yards.

d. Water features, decorative statues and artwork are permitted so long as they are "aesthetically appealing" (as determined by the Committee) and do not interfere with the site lines of the adjoining homes.

e. Any fall clean-up of flowers and garden vegetation, including the appropriate disposal of same, shall be the sole responsibility of the Residential Owner.

f. Should a Residential Owner choose to eliminate a garden or other improved landscape feature, the location shall be returned to its original state at the expense of the Residential Owner.

14. **Drainage.** All buildings and Lot grades shall conform to the drainage plan for the Subdivision, which has been approved and is on file with the Village of Germantown and the County of Washington. Site plans (setbacks), building grade, and Lot grading shall be set by a registered land surveyor, engineer, or the Village of Germantown prior to construction. The Residential Owners shall provide Declarant with appropriate evidence that this paragraph has been complied with.

15. **Completion of Residence Requirement.** To the extent not constructed by Declarant or an affiliate thereof, all Residences shall be completed within twelve (12) months after commencement of construction, and shall not be occupied prior to completion, and:

a. All lawns must be completed within sixty (60) days after completion of a Residence, weather permitting. If a Residence is completed in the months of November, December, January, February or March, the lawn shall be completed by the next June 30 following completion of the Residence.

b. All driveways are to be hard surfaced, with concrete, within sixty (60) days after completion of a Residence, weather permitting. If a residence is completed in the months of November, December, January, February or March, the driveway shall be completed by the next May 30 following the completion of the Residence.

c. All residences shall have a minimum of two trees and/or shrubs per dwelling unit, per Exhibit C Landscape plans

The Association may, upon thirty (30) days' prior written notice, enter onto the Lot and complete any portion or all of the foregoing after expiration of such sixty (60) day period, all at the cost of such Residential Owner, and the Association may, at its discretion, record a lien against the Lot to secure payment of such costs as a Special Assessment (as provided in Article V, Section 11 hereof).

16. **Excess Fill.** All excess fill material to be removed from any Lot shall be used as fill material for other areas in the Subdivision. The Declarant to determine the location to which the excess fill material should be transported.

17. **Rubbish Storage.** No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of a Residence or any other permitted improvements so long as such construction is being diligently and continuously pursued) of any character whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear in an unclean or untidy condition, or that will be obnoxious or offensive to the eye in the opinion of the Committee. Trash, garbage, refuse, debris, or other waste kept on any Lot in preparation for removal from such Lot shall be kept in sanitary covered containers, which are stored out of sight of the street and adjacent property, except for regularly scheduled garbage collection days. No firewood or wood pile shall be kept outside a Residence unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee

18. **Additional Buildings.** No additional temporary or permanent buildings whether garage, storage building, or a combination of both shall be allowed. Notwithstanding anything to the contrary, in-ground swimming pools and boundary fences (but not privacy fences) shall be expressly permitted subject to approval by the Board of Directors or Committee, as applicable, but in any event in compliance with all applicable ordinances.

19. **Signs and Antennae.** No sign or antenna including outside earth stations (satellite dishes) shall be displayed or exposed to the public view except as follows:

a. Mini satellite dishes twenty-four (24) inches or less in diameter, or television antennas twenty-four (24) inches in length or less.

b. One (1) sign not larger than five (5) square feet advertising the Property for sale or rent, or by the builder to advertise the Property. No political, rummage or other advertising signs may be placed on any Lot.

c. All satellite dishes or antennas shall be installed in the rear of the building and placement shall be aesthetically compatible with the surrounding neighborhood and need approval of the Committee.

20. **Animals.** No animals, livestock, poultry, fowl, reptiles, or pigeons of any kind shall be raised, or bred, or kept on any Lot with the exception of a dog or cat, which shall be limited in number to a total of three (3) in any one (1) household, provided that said pets are not kept, bred or maintained for any commercial purpose and are otherwise in compliance with applicable governmental codes and ordinances. However, nothing contained herein shall be construed to permit the keeping of any dog, cat, or other pet, which shall in any way constitute a nuisance. Further, no exterior attached or detached dog or other pet kennel or house shall be constructed or maintained on any Lot. All pet waste shall be immediately picked-up and disposed of by the person in control of the pet and in accordance with any local ordinance or regulation.

21. **Temporary Structures; Personal Property/Outdoor Vehicle Storage.** No temporary structures, such as trailers, mobile homes, campers, tents, shacks, or similar structures shall be permitted on any Lot permanently. Such temporary structures are permitted on any Lot for not more than twenty-four (24) hours at a time for the purpose of loading or unloading the temporary structure. No structure other than a fully completed Residence shall be occupied. Snowmobiles, boats, trailers, minibikes, motorcycles, recreational vehicles, semi tractors or trailers, motor homes, campers, fish shanties or unlicensed, inoperable or junk vehicles shall not

be parked or stored on the Lot other than inside the garage unless it is on the Lot for not more than twenty-four (24) hours at a time for the purpose of loading or unloading. This restriction is not applicable during the period of construction on the Lot.

22. **Nuisances.** No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other Residential Owners or occupants of Residences in the Subdivision. Each Lot Owner shall be responsible for maintaining their Lot in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard and provided that such gardens shall be pursuant to plans previously approved by the Committee.

23. **Utilities.** All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed, or planted within any utility easement.

24. **Occupancy.** No structure shall be occupied unless it has been constructed in and conforms with the plans approved by the Committee, and a municipal occupancy permit has been issued pursuant to the Development Agreement.

25. **Variances.** The Committee is authorized in its sole discretion, to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and/or are appropriate for Lots owned by persons other than Declarant as of the date of this Declaration. Any such variance shall be subject to the review and approval of the Village of Germantown's review and approval.

26. **Storm Water Runoff from Roof.** Each Residence shall be constructed in a manner such that all storm water runoff from the roof thereof shall be directed toward an absorbent, pervious surface. Storm water runoff from any roof may not be directly channeled into a driveway, street or into a storm water drainage system.

ARTICLE III

POWERS OF DECLARANT

1. **Enforcement Rights of Declarant.** For so long as Declarant owns any Lots in the Subdivision, the Declarant shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Residential Owner violating the terms, conditions or restrictions contained herein shall be personally liable for and shall reimburse the Declarant or Association for all costs and expenses, including attorneys' fees, incurred by the Declarant or Association in enforcing the terms, conditions and restrictions contained in this Declaration. In addition, to the extent Declarant is not reimbursed for any and all cost expended by the Declarant within fifteen (15) days after written demand therefore, such costs shall bear interest at the rate of twelve percent (12%) per annum (or the then highest rate allowed by law, whichever is less) until paid. Any Residential Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Residential Owner's Lot without first obtaining the prior written approval of the Declarant or the Committee shall, at the Declarant's discretion, be required to remove such improvement or improvements in their entirety at the Residential Owner's expense. If the Residential Owner does not remove such improvement or improvements in their entirety after thirty (30) days prior written notice to the Residential Owner, the Declarant or the Association may require the Residential Owner to pay the cost thereof as Special

Assessment (defined below). The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant.

2. **Good Faith Decisions by Declarant.** Each Residential Owner, by the purchase of its Lot, agrees that neither the Declarant nor the Committee shall be held liable for any good faith decision or decisions made by the Declarant or the Committee in enforcing the terms, conditions and restrictions contained herein.

ARTICLE IV

EASEMENTS

1. Easements.

a. The Declarant reserves the right to install a monument as set forth on the Plat and shall have a non-exclusive easement on, over, across and under any Lot or any portion thereof for the purposes of repairing, maintaining, and lighting such sign.

b. The Declarant reserves an easement on, over and across the Subdivision for the purposes of installing, maintaining, and repairing any fencing and/or landscaping.

c. The Declarant reserves the right to declare an easement over one (1) or more Lots as it deems necessary or desirable for the operation of the Property or the Association.

d. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may change or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

e. The Declarant shall have the right to grant an easement to adjacent Residential Owners over portions of the Subdivision deemed necessary or desirable for surface and storm water drainage in accordance with the approved Development Agreement recorded as Document No. 1478004 in the office of the Washington County Register of Deeds (the "**Development Agreement**") and all applicable federal, state, county and Village of Germantown regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by applicable governmental authorities and on file in the Village of Germantown's clerk's office (the "**Drainage Easement**"). The terms of the Drainage Easement are hereby incorporated by reference. If there is any conflict between any provisions of the Drainage Easement and this Declaration, the provisions of the Drainage Easement shall control. In the event a Residential Owner shall cause a default under the Drainage Easement, the Association shall have the right to remedy such default and the cost of such remedy, and any other costs incurred by the Association in connection therewith including, without limitation attorneys' fees, shall be reimbursed by the Residential Owner as a Special Assessment as provided in Article V, Section 11. hereof.

f. Easements for preservation and conservancy as stated on the Plat. Any Residential Owner whose Lot contains such easement shall abide by the restrictions set forth on the Plat with regard to such easements.

g. **Arbitration.** All claims, disputes and other matters in question arising out of or relating to this Article IV or the breach of the provision therein which are not otherwise waived shall be decided by arbitration in accordance with this arbitration clause.

i. Arbitration shall be initiated by a demand served by certified mail, return receipt requested, upon the other party within one (1) year after the facts underlying the claim, dispute or other matter in question have occurred.

ii. Failure to serve the demand for arbitration in time shall constitute a waiver of the claim, dispute or other matter in question and there shall be no further right to pursue it by arbitration or otherwise.

iii. The single Arbitrator shall be appointed by the Washington County Circuit Court or as provided for in Chapter 788, Wis. Stats., as the same may be amended from time to time, upon the application by the aggrieved party. The fees of the arbitrator and other costs shall be borne equally by the parties.

iv. This arbitration clause shall be specifically enforceable under the Wisconsin Arbitration Act, and the award of the arbitrator shall be final and binding and may be reduced to judgment pursuant to the Wisconsin Arbitration Act. Should any party challenge the validity or enforceability of this arbitration clause or the award of the arbitrator and not prevail, that party shall indemnify the other party for all costs and expenses, including reasonable attorneys' fees, incurred related to that challenge or enforcing this right to indemnity.

ARTICLE V

HOMEOWNERS' ASSOCIATION AND ASSESSMENTS

1. **Establishment of Association.** An association (herein referred to as the "**Association**") of the Residential Owners of Lots in the Subdivision is hereby created for the purposes of:

a. Managing and controlling the common affairs, including the financial obligations, of the Subdivision;

b. Creating, owning, managing, controlling, maintain, granting easements to or selling any common areas in the Subdivision, if applicable;

c. Reviewing, upholding, and overturning decisions by the Committee;

d. Enforcing compliance of the Residential Owners with the applicable provisions of the Declaration, restrictions contained on the Plat, and all ancillary agreements, plans or easements referenced herein or on the Plat; and

- e. Performing other duties as set forth herein for the common benefit of the Residential Owners.

The Association shall be known as "*Heritage Park North Homeowners' Association, Inc.*" and shall be incorporated as a nonstock corporation under Chapter 181 of the Wisconsin Statutes. The affairs of the Association shall be governed by bylaws to be enacted by the Declarant as incorporator of the Association.

2. **Common Areas.** Declarant shall have the right to designate and improve such portions of any undeveloped Lot or any other portion of the Plat as a common area unless or until such undeveloped Lot or other portion of the Plat has been sold to a Residential Owner (the "**Common Areas**"). All Common Areas and related facilities as developed per the approved final Plat shall be used for the common benefit of all the Residential Owners in the Subdivision. Such Common Areas may only be used for such purposes and in such manners by the Residential Owners (and any permitted invitees) in accordance with the terms, conditions and restrictions contained herein or as are later adopted or approved by the Declarant or the Association. The Declarant shall have the right to erect signs in the Common Areas to promote the sale of Lots or Residences in the Subdivision and for any other purpose determined by Declarant. Any signs, monuments, structures or other common facilities constructed by Declarant or the Association on any Common Areas shall be operated and properly maintained and repaired by Declarant or Association (as the case may be) so as to be neat and attractive in appearance (including, without limitation, proper care and cutting of grass and other vegetation). Any portion of a Common Area within any public street right-of-way may only be improved or altered with the consent of the appropriate public authorities

3. **Mandatory Membership.** Every Residential Owner, upon acquiring title to a Lot, or upon entering into a land contract for the purchase of a Lot, shall automatically become a member of the Association and shall remain a member thereof until such time as the ownership of such Lot ceases for any reason, at which time membership in the Association shall automatically cease. In the event a Lot is owned by more than one (1) person or entity, only one (1) person or entity shall be entitled to vote and the person or entity who shall be entitled to vote for the Lot shall be the person or entity named on a certificate executed by all of the co-owners of the Lot and filed with the Secretary of the Association.

4. **Board of Directors.** The Association shall initially be governed by a Board of Directors, hereinafter referred to as the "**Board of Directors**" or "**Board**," which shall be solely responsible for the activities of the Association. The initial members of the Board will be appointed by the Declarant and shall not exceed three (3) in number (the "**Initial Directors**"). After the term of the Initial Directors, the Board shall consist of not more than five (5) directors, to be elected pursuant to the Bylaws of the Association. Notwithstanding the foregoing, so long as the Declarant owns any Lots, the Board shall consist of directors appointed solely by the Declarant

5. **Qualification of Directors.** To qualify as a member of the Board, a person must be (i) a Residential Owner; (ii) an officer or equity holder if the Residential Owner is an entity, or (iii) a duly designated officer, agent, or representative of the Declarant.

6. **Initial Term of Office of Directors.** The term of office of the Initial Directors (which have been appointed by the Declarant) shall commence upon the date of recording of this Declaration and shall continue until two (2) calendar years after the year in which Declarant no longer owns any of the Lots then subject to this Declaration, or upon such earlier time as may be

designated by Declarant (the “**Initial Term**”). During such Initial Term, Declarant shall have the right to appoint, remove or replace any or all three (3) Initial Directors. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time or times during such Initial Term.

7. **Subsequent Terms of Office of Directors.** After the Initial Term, the term of office of Directors shall be for two (2) calendar years, each from the date of the annual meeting first following the meeting at which such Director is first elected by the Members. If any Director shall die, resign, be unable to act or cease to be qualified to be a Director, the unexpired term of such Director shall be filled pursuant to the provisions set forth in Section 4.6 of the Bylaws of the Association.

8. **Duties of the Board.** In addition to any duties set forth in the Bylaws of the Association, the Board shall have the following duties:

- a. To provide for the maintenance of improvements in the Common Areas;
- b. To establish dates and procedures for the election of members to the Board;
- c. To promulgate operating procedures for the conduct of the Association’s and the Board’s affairs;
- d. To enforce the terms, conditions and restrictions contained in this Declaration according to the terms thereof; and
- e. To establish the Committee. Notwithstanding anything contained herein to the contrary, the Declarant has the right to retain this power indefinitely and to appoint the members of the Committee until such time as the Declarant cedes authority to the Association. Once control of the Committee has ceded to the Association by the Declarant, such Committee shall consist of no fewer than three (3) persons appointed by the Board of Directors. No Residential Owner of an unimproved Lot (except for the Declarant or an employee thereof) shall have the right to serve on the Architectural Control Committee

9. **Meetings of the Board of Directors and the Association.** All meetings of the Board shall be open to Residential Owners and shall be held upon not less than three (3) days prior written notice to all Directors and Residential Owners. A Majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Actions of the Board shall be taken by majority vote of the Directors. The Board shall call a meeting of all the Residential Owners of the Association no less than one (1) time per calendar year.

10. **Board Powers.** In addition to any powers of the Board set forth in the Bylaws of the Association, the Board shall have the following powers:

a. To take such actions as may be necessary to cause any common areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean, and attractive condition;

b. To enter into contracts and to employ agents, attorneys or other for purposes of discharging its duties and responsibilities hereunder, including without limitation, the hiring of employees, or a management company to operate and maintain the Common Areas including;

c. To levy and collect assessments in accordance with the provisions of Article V, Section 11 below; and

d. To do anything or take any other action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under and enforce this Declaration.

11. **Assessments.** The Board shall levy and collect assessments in accordance with the following and in accordance with the Bylaws of the Association:

a. The Board shall establish an annual budget in advance of each calendar year of all Association expenses for such year that may be required for the proper operation and management of the Association. Such budgeted amount shall be collected from the Residential Owners on a pro rata basis through a general assessment (the "**General Assessment**"). The pro rata share of a Residential Owner of a Lot shall be a fraction, the numerator of which shall be one and the denominator shall be the total number of Lots subject to this Declaration at the time of the General Assessment. Said costs shall include, but not be limited to, taxes, insurance, repair, replacement and additions to any improvements made to any common areas; repairs, replacements, and additions to any storm water improvements to the extent the Association is required to contribute thereto; equipment; materials; labor, management and supervision thereof; and, all costs of the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Board may, in its discretion, specifically allocate certain costs (for example the cost of maintenance and repairs of stormwater facilities described on the Plat) to those Lots directly benefited from such costs incurred ("**Allocated Expenses**"). The Board shall also have the power to levy a special assessment ("**Special Assessment**") against any individual Residential Owner for failure of such Residential Owner to maintain said Residential Owner's Lot in accordance with reasonable standard of the Subdivision; or otherwise fail to comply with the terms, conditions and restrictions contained in this Declaration, the Plat, and such other ancillary agreements referenced herein. General Assessments and Special Assessments may be referred to collectively as "**Assessments**."

b. Declarant shall not be required to pay any Assessment on any Lots owned by Declarant.

c. Upon the initial sale of any Lot by Declarant to a third party, the purchaser shall pay an initial assessment of [Five Hundred and No/100 Dollars (\$500.00)] or such

other amount reasonably acceptable to Declarant, which amounts need not be equal for each sale, to be used to initially capitalize the Association.

d. Written notice of an Assessment shall be personally delivered to each Residential Owner subject to the Assessment or delivered by regular mail addressed to the last known address of such Residential Owner.

e. Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

f. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of twelve percent (12%) per annum from the date when due until paid. Each Residential Owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the Residential Owner for the collection of any unpaid assessment.

g. The Board may record a document with the Register of Deeds in Washington County, Wisconsin, giving notice of a lien for any such unpaid Assessment and, upon payment or satisfaction of the amount due, record a document cancelling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorneys' fees relating to any such document, or the collection of an Assessment shall be borne by the affected Residential Owner. Enforcement of such lien by the Association shall be in conformity with the provisions of section 779.70, Wis. Stats. In the event Declarant or the Association incurs attorneys' fees or other costs in connection with the enforcement of this Declaration, the Residential Owner shall be obligated to reimburse Declarant or the Association for its actual attorneys' fees and other enforcement costs.

h. In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale of his or her Lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

ARTICLE VI

GENERAL PROVISIONS

1. **Severability.** Invalidation of anyone of the provisions of this Declaration by judgement or order of a court of competent jurisdiction shall not affect any other provision which shall remain in full force and effect.

2. **Enforcement.** The covenants, conditions, restrictions, and all terms and provisions of this Declaration shall run with the land and be binding upon the Declarant and all Residential Owners, and their respective successors and assigns. All future transfers of any Lots shall be made subject to the terms hereof, obligations and conditions set forth in this Declaration. It is understood that the acceptance of a deed for any Lot by any purchaser is to be considered

as an agreement to abide by the restrictions, obligations and conditions of this Declaration and is deemed constructive notice of the same, regardless of whether specific reference is made of this Declaration in the instrument of transfer. The Association or Declarant may enforce the provisions of this Declaration by proceedings in law or equity against any person violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, or both.

3. **Modification.** This Declaration may be amended, waived, or terminated in whole or part at any time by execution of a written instrument in recordable form by seventy-five percent (75%) of the Residential Owners entitled to vote. Notwithstanding the foregoing, so long as Declarant owns any interest in any Lot, no amendment, modification, or supplement to the Declaration shall be effective unless executed by Declarant in its sole discretion.

4. **Term.** The covenants, rights, terms, reservations, limitations, agreements, and restrictions contained in this Declaration shall be in force for a term of thirty (30) years from the date the Declaration is recorded. Upon the expiration date of such thirty (30) year term or any extended term, this Declaration shall be automatically extended for a period of ten (10) years each, unless prior to the end of the then-current term a Notice of Termination is (i) executed by the Residential Owners of at least seventy-five percent (75%) of all Lots and their mortgagees and (ii) is thereafter recorded in the Office of the Register of Deeds of Washington County, which Notice of Termination shall be effective upon the expiration of the initial thirty (30) year term. Notwithstanding the foregoing, no Notice of Termination shall affect any right of the Declarant contained herein unless expressly consented to by the Declarant. This Declaration shall be binding upon all Residential Owners and any other person claiming under or through the Declarant.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this ____ day of _____, 2022.

DECLARANT:

Home Path Financial Limited Partnership

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before this ____ day of _____, 2022, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in such capacity.

_____, Notary Public
State of Wisconsin
My Commission expires _____

EXHIBIT A-1

Legal Description

BEING ALL OF THE OUTLOT OF CERTIFIED SURVEY MAP NO 4988 AND LOT 6 OF HERITAGE PARK, BEING PART OF THE NE. 1/4, NW. 1/4, SE. 1/4, AND SW. 1/4 OF THE NW. 1/4 OF SECTION 34, T.9N., R.20E., VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

EXHIBIT A-2

Plat

[See Attached]

EXHIBIT B

Building Materials and Architectural Specifications

Vinyl siding is permitted

15% masonry on front elevation

All exterior chimneys shall be constructed with masonry, stone, stucco, or siding. Chimney caps may extend no further than 16" above chimney.

Retaining walls should be tiered and less than 48 inches per wall face. Materials shall be natural stone, segmental concrete unit masonry or other Committee approved material.

Roof areas shall be covered with wood shakes, 30-year dimensional fiberglass or asphalt shingles, copper, tile, or other approved metals or other Committee approved material.

All homes and additional structures constructed within the subdivision that are not constructed by the declarant, are subject to review and approval by the Committee. Any alterations, additions, or ancillary structures will be designed and constructed using materials and design elements consistent with the primary structure and must be approved by Committee.

Any proposed mailboxes other than that provided by declarant must be approved by Declarant for uniformity until such time the association is turned over. No lamp post shall be allowed.

Only in-ground pools are permitted and must be approved by the Committee. Playground equipment must be approved by the Committee.

Proposed fencing shall be located exclusively in the rear yard area and is limited to 60" above approved grade at the proposed locations of fencing. It is the general intent not to have back-to-back. All fencing shall be reviewed and approved by the Committee and must meet all municipal requirements. Proposed fencing shall be limited to the following materials, with a manufacture's cut-sheet provided with the plan submittal;

- Ornamental Extruded Aluminum
- PVC
- Natural Cedar
- No Chain link fences are acceptable

EXHIBIT C

Landscape Plan

[See attached]

Exhibit C

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: December 5, 2022

AGENDA ITEM: New Business (CONDITIONAL USE PERMIT)

ITEM TITLE: Kevin H. Behnke, Agent for the Apple Works Winery LLC, W179 N12536 Fond du Lac Avenue; Application to Amend Conditional Use Permit No. 01-13 to revise hours and expand the existing winery operation to include a 2,880 sqft building for use as an event venue, additional on-site vehicle parking, and to use the existing dwelling as a short-term rental

SUBMITTED BY: Jeffrey W. Retzlaff, Director, Community Development Department

SUMMARY EXPLANATION:

Kevin H. Behnke, property owner and agent for the Apple Works Winery located at W179 N12536 Fond du Lac Avenue, is requesting approval of an amendment to Conditional Use Permit No. 01-13 to:

1. to revise the hours of operation to extend the evening hours from 9:00 to 11:00 pm;
2. expand the property area for use as part of the winery to include an existing 2,880 sqft barn with a seating capacity of 125 persons and an additional on-site vehicle parking lot; and
3. convert and use the existing residential dwelling as a short-term bed & breakfast type rental

The attached draft of Conditional Use Permit #05-2022 replaces the existing CUP #01-2013 and includes the additional conditions recommended by the Plan Commission.

PLAN COMMISSION RECOMMENDATION:

APPROVE a conditional use permit amendment to CUP#01-13 for the 10.8-acre Apple Works Winery property located at W179 N12536 Fond du Lac Avenue subject to twenty-five (25) conditions (these conditions are inclusive of the conditions that apply to use of the property for the winery operation and are intended to replace those adopted in the original permit #01-13). See *draft CUP #05-2022 for the list of recommended conditions*.

APPLICATION, PLANS & RELATED DOCUMENTS:

All relevant documents, including applications, plans, supporting information, the staff report & recommendation, and Plan Commission meeting minutes (when available) are included in the PDF digital file distributed by the Village Clerk.

CUP # 05 – 22

Document No.

CONDITIONAL USE PERMIT

Document Title

**VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
CONDITIONAL USE ZONING PERMIT**

Whereas the Applicant:

**Kevin Behnke, Property Owner, Apple Works Winery LLC
& Behnke Estates**

agree to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with and approvals granted by officials of the Village for the purpose of obtaining this permit.

This Conditional Use Permit replaces CUP#01-13 (recorded as Document #1328018 on 2/4/2013)

Now, therefore, this permit is issued to the Applicant to permit the operation of a winery, event venue, and short-term rental from the property located at W179 N12536 Fond du Lac Ave in the A-2: Agricultural Zoning District pursuant to Section 17.13 and 17.07(3)(a)2. of the Village Zoning Code.

Name & Return Address:

**Village of Germantown
P.O. Box 337
Germantown, WI 53022**

Parcel Identification No:

GTNV 161-976**On the following described property located in the Village of Germantown,
Washington County, Wisconsin:**

A 10.81-acre parcel being Lot 4 of Certified Survey Map No. 5843 and being a part of the NW ¼ and SW ¼ of the NE ¼ of Section 16, Township 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin.

Tax Key No: 161-976

Address: W179 N12536 Fond du Lac Avenue

Pursuant to the following condition(s):**General Conditions and Provisions:**

1. This permit authorizes limited uses and activities as set forth in the original application for CUP# 01-13 and the amendment application dated August 5, 2022, including special "events" and in the supporting documents made part of the application on file with the Village. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.

2. For purposes of administration and enforcement of this CUP, the following terms are defined:
 - a. "Event" or "events" is/are an organized or spontaneous party, meeting, dinner, wine tasting, celebration, ceremony, wedding, reception, workshop, conference, corporate function, or other similar activity held for the benefit of and attended by persons in addition to and/or other than the property owner for a common purpose that occurs on the property on an irregular, periodic or one-time basis. This definition does not include uses or activities that are typical and customary accessory uses to a single-family residential use, such as private parties, gatherings and similar activities conducted by and for the benefit of the property owner and his/her immediate family (spouse, domestic partner, child/stepchild, parent/stepparent). This definition does not include regular activities uses or activities that are typically and customarily associated with the daily operation of a café, restaurant, or bar/tavern.
3. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional uses and activities which cause special problems or harmful effects associated with the permitted uses and activities that were not revealed or anticipated at the time this CUP was granted, or, where conditions imposed by this CUP that were anticipated to mitigate or eliminate harmful effects associated with the uses and activities but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, this conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
4. In the event the Village receives complaints regarding noise, activities or other negative impacts on surrounding neighborhood and properties, the Owner/Operator shall work cooperatively with the Village to mitigate and resolve the issue.
5. Site improvements, buildings, signage, exterior lighting, and any other improvements on the property that are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.
6. Building permits and commercial building code plan approval are required for the proposed remodeling; contact Inspection Services prior to any work for details on the required permits and plan approvals.
7. Washington County shall be consulted regarding compliance with all applicable POWTS sanitary requirements that may result from the expanded use of the renovated barn and overall property for public and private events and uses.
8. Applicant to obtain all required liquor licenses and/or permits from the state and Village prior to any events held on the property.
9. All signage, temporary and permanent, requires a permit; contact Planning & Zoning Services for details.
10. A pre-occupancy inspection of the renovated barn by the Village Building Inspector and Fire Chief is required prior to commencing use of the renovated barn for winery events.

11. This Conditional Use Permit shall be transferable to an immediate family member only. In the event there is a change in the owner/operator of the winery operation outside the immediate family, this CUP shall become null and void. A new CUP shall be required for a new owner/operator to commence operation of a winery, event venue and/or storage operation from this property.
12. There shall be no licensing for the sale or dispensing of hard liquor on site for business purposes. In the event the property owner would like to apply for additional liquor licensing (i.e. hard liquor license), an amendment to this Conditional Use Permit is required to be approved by the Village Plan Commission and Village Board prior to the issuance of said permit.
13. The property owner shall record a deed restriction for the subject property that limits access from STH145 to the existing driveway only and prohibits any new or additional access driveways unless approved by the WisDOT and Village of Germantown. Said deed restriction shall be recorded prior to or concurrent with Village approval of the Site Plan for the event venue project or six (6) months after the date of recording of this CUP, whichever comes first.
14. Not including service staff, the maximum property capacity shall not exceed 175 persons at any one time.
15. Outdoor music is allowed only on/from the outdoor patios north/northwest of the tasting room building. Outdoor music shall be permitted between 12:00pm and 6:00pm only on Sunday through Thursday, and from 12:00pm until 9:00pm on Friday and Saturday. Outdoor music shall be limited to low impact acoustic-type instruments (e.g. string instruments, piano, woodwind instruments) with small, low wattage amplifiers or personal-sized PA system speakers by solo artists or small ensembles.
16. Indoor music is allowed only in the tasting room building and in the renovated barn and shall be permitted between 12:00pm and 6:00pm only on Sunday through Thursday and from 12:00pm until 10:00pm on Friday and Saturday.
17. The hours of operation shall be between 10:00am and 9:00pm Sunday through Thursday, and between 10:00am and 11:00pm on Fridays and Saturdays. Only clean-up type activities may take place between 10:00pm and 11:00pm on Friday and Saturdays.
18. A sound monitoring and notification system shall be installed and operational on the property at all times while the winery is operating from the property.
19. The short-term rental can only operate if the owner of the dwelling also resides permanently on the property and serves as caretaker for the short-term rental;
20. If and when the dwelling used for the short-term rental is no longer used exclusively as a short-term rental, said dwelling would be deemed to no longer be an accessory structure and use thereof, and as a result, would have to be divided off onto a separate parcel pursuant to Section 17.13 in order for the dwelling to be used as a principal residential use;

21. The owner/operator of the short-term rental shall satisfy all rules, regulations, and licensing requirements for short-term rentals adopted and enforced the Village of Germantown at the time the dwelling commences being used as a short-term rental, and, all applicable Washington County and State of Wisconsin regulations and licensing requirements, including but not limited to registration and licensing with the Wisconsin Department of Revenue (DOR) and/or Department of Agriculture, Trade & Consumer Protection (DATCP) for purposes of code compliance and collecting applicable state, county and local sales, room and other taxes.
22. Prior to commencing operation of the short-term rental, the owner/operator shall provide a detailed plan of operation to the Community Development Department.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the _____ day of _____, 2022.

Dean Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of _____, 2022, the above named Dean Wolter, Village President, and Deanna B. Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY OPERATOR

As property owner and agent for the Apple works Winery LLC, I, Kevin H. Behnke, hereby accept the terms and conditions set forth herein and realize that non-adherence to the terms and conditions as stated herein may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2022

Print Name on this line

Signature on this line (Kevin H. Behnke)

STATE OF WISCONSIN) SS
_____) COUNTY)

Personally came before me this ____ day of _____, 2022, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

Expires: _____

MOTION carried unanimously.

Kevin Behnke, Apple Works Winery – W179 N12536 Fond du Lac Avenue. The property owner, is requesting approval of an amendment to Conditional Use Permit #01-13 to revise the hours of operation and expand the existing winery operation to include an existing 2,880 sqft renovated barn with a seating capacity of 125 persons, additional on-site vehicle parking, and use of the existing dwelling as a “bed & breakfast” type short-term rental on the 10.8 acre Apple Works Winery property. Director Retzlaff summarized the proposal.

Public Hearing opened at 7:19 pm.

- Adam Forstner, W190 N12705 Deerwood Circle, commented it's a very low-key place, small Business like this is sought after, he supports the changes.
- Jan Miller, W151 N10297 Windsong Circle West, spoke in favor of the proposal, classy, low-key business, has been in the community, checks off all the questions from the past, family owned business, should support bed and breakfast.
- Deborah Hembrook, N128 W17358 Holy Hill Road, supports the expansion, said it's a lovely place, owner greets everyone, barn is gorgeous place, very impressed when there, owners into safety and regulations.
- Bob Warren, W168 N10766 Juniper Drive, supports and is impressed with the operation, Behnke wants to work with neighbors and Village, put extra insulation in the barn, sound limits are proactive, confident concerns from abutting neighbors would be addressed
- Sam Kruschell, W177 N12581 Apple Blossom Lane, biggest concern is noise, sound monitoring system is great but questioned if it was done when there were 125 people there. Traffic comes down private driveway all the time, not super for it, for the winery but expanding is snowballing it.
- Kirk Will, W177 N12604 Apple Blossom Lane, Chairman Wolter read comments into the record. He is opposed, greatly increased traffic and noise if approved, owner doesn't follow through with promises, 2050 Plan falls under rural preservation district, asked to deny the proposal.

Public Hearing closed at 7:32 pm.

MOTION Baum second Shadid to Approve a conditional use permit amendment to CUP#01-13 for the 10.8-acre Apple Works Winery property located at W179 N12536 Fond du Lac Avenue subject to the following conditions (these conditions are inclusive of the conditions that apply to use of the property for the winery operation and associated activities; these conditions replace those adopted in the original permit #01-13:

- 1. This permit authorizes limited uses and activities as set forth in the original application for CUP# 01-13 and the amendment application dated August 5, 2022, including special “events” and in the supporting documents made part of the application on file with the Village. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.***
- 2. For purposes of administration and enforcement of this CUP, the following terms are defined:***
 - a. “Event” or “events” is/are an organized or spontaneous party, meeting, dinner, wine tasting, celebration, ceremony, wedding, reception, workshop, conference, corporate function, or other similar activity held for the benefit of and attended by persons in addition to and/or other than the property owner for a common***

purpose that occurs on the property on an irregular, periodic or one-time basis. This definition does not include uses or activities that are typical and customary accessory uses to a single-family residential use, such as private parties, gatherings and similar activities conducted by and for the benefit of the property owner and his/her immediate family (spouse, domestic partner, child/stepchild, parent/stepparent). This definition does not include regular activities uses or activities that are typically and customarily associated with the daily operation of a café, restaurant, or bar/tavern.

- 3. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional uses and activities which cause special problems or harmful effects associated with the permitted uses and activities that were not revealed or anticipated at the time this CUP was granted, or, where conditions imposed by this CUP that were anticipated to mitigate or eliminate harmful effects associated with the uses and activities but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, this conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.***
- 4. In the event the Village receives complaints regarding noise, activities or other negative impacts on surrounding neighborhood and properties, the Owner/Operator shall work cooperatively with the Village to mitigate and resolve the issue.***
- 5. Site improvements, buildings, signage, exterior lighting, and any other improvements on the property that are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.***
- 6. Building permits and commercial building code plan approval are required for the proposed remodeling; contact Inspection Services prior to any work for details on the required permits and plan approvals.***
- 7. Washington County shall be consulted regarding compliance with all applicable POWTS sanitary requirements that may result from the expanded use of the renovated barn and overall property for public and private events and uses.***
- 8. Applicant to obtain all required liquor licenses and/or permits from the state and Village prior to any events held on the property.***
- 9. All signage, temporary and permanent, requires a permit; contact Planning & Zoning Services for details.***
- 10. A pre-occupancy inspection of the renovated barn by the Village Building Inspector and Fire Chief is required prior to commencing use of the renovated barn for winery events.***
- 11. This Conditional Use Permit shall be transferable to an immediate family member only. In the event there is a change in the owner/operator of the winery operation outside the immediate family, this CUP shall become null and void. A new CUP shall be required in order for a new owner/operator to commence operation of a winery, event venue and/or storage operation from this property.***
- 12. In the event the Village receives complaints regarding noise, activities or other negative impacts on surrounding neighborhood and properties, the Owner/Operator shall work cooperatively with the Village to mitigate and resolve the issue.***
- 13. Applicant to obtain all required liquor licenses and/or permits from the State and***

Village.

- 14. There shall be no licensing for the sale or dispensing of hard liquor on site for business purposes. In the event the property owner would like to apply for additional liquor licensing (i.e. hard liquor license), an amendment to this Conditional Use Permit is required to be approved by the Village Plan Commission and Village Board prior to the issuance of said permit.***
- 15. The property owner shall record a deed restriction for the subject property that limits access from STH145 to the existing driveway only and prohibits any new or additional access driveways unless approved by the WisDOT and Village of Germantown. Said deed restriction shall be recorded prior to or concurrent with Village approval of the Site Plan for the event venue project or six (6) months after the date of recording of this CUP, whichever comes first.***
- 16. Not including service staff, the maximum property capacity shall not exceed 175 persons at any one time.***
- 17. Operational hours for the winery and events are permitted to be 10:00 am to 9:00 pm Sunday through Saturday.***
- 18. Outdoor music is allowed only on/from the outdoor patios north/northwest of the tasting room building. Outdoor music shall be permitted between 12:00pm and 6:00pm only on Sunday through Thursday, and from 12:00pm until 9:00pm on Friday and Saturday. Outdoor music shall be limited to low impact acoustic-type instruments (e.g. string instruments, piano, woodwind instruments) with small, low wattage amplifiers or personal-sized PA system speakers by solo artists or small ensembles.***
- 19. Indoor music is allowed only in the tasting room building and the renovated barn shall be permitted between 12:00pm and 6:00pm only on Sunday through Thursday and from 12:00pm until 9:00pm on Friday and Saturday.***
- 20. The hours of operation shall be between 10:00am and 9:00pm Sunday through Thursday, and between 10:00am and 11:00pm on Fridays and Saturdays. Only clean-up type activities may take place between 10:00pm and 11:00pm on Friday and Saturdays.***

Discussion followed. Mr. Behnke said he's held true to the 2013 proposal that the operation would be quiet but he can't control people driving on the private driveway. He said he does not serve hard alcohol and there are no police reports. He is asking for 2 additional hours and the bed and breakfast. The home was built by German immigrants and it would be nice to preserve that history. There have been no problems with the winery and people come from all over, it is a destination business. He explained the sound analysis equipment can produce sound data on any day and he monitors it 24/7. He stated he will keep the sound analysis system in. Mr. Behnke said he had a problem with Condition #11 as it relates to the CUP may transfer to a family member only.

Discussion continued. Mr. Behnke said the business expansion is 75-100 feet of area. He said he had remodeled the barn for his daughter to get married in. Director Retzlaff explained the new shed and renovated barn are not part of the current winery operation. He also explained the intent of Condition #11 is to require a non-family owner to get a permit and state what their intention is. Chairman Wolter stated a new owner would need to resubmit their application and if the business is the same the permit would be reissued to them or anything additional could be approved. Mr. Behnke asked if Old Germantown has that condition. He confirmed no hard alcohol would be served and is not included in this proposal. Trustee Baum commented that Plan Commission approved the last proposal but Village Board shot it down. He said he supported the proposal then and supports it now adding that

more neighbors came out to the last meeting. Chairman Wolter commented the Village Board did not want to mix the business with residential. But the Board is now changed with new members. He said the proposal is not much different than the last time and he supports it. Mr. Behnke added the proposal is a lot smaller. He said he has no intention to expand the menu past the frozen stuff he offers; he does not want to be a restaurant. He mentioned the catering kitchen is for catered events such as bridal showers that he has held there.

MOTION to Amend Baum second Williams to add Condition #21 that the sound measuring system be operational while the business is operational.

MOTION to Amend carried unanimously.

MOTION to Amend Shadid second Baum to revise Condition #19 that indoor music is permitted until 10 pm.

MOTION to Amend carried unanimously.

MOTION to Approve as amended carried unanimously.

MOTION Baum second Shadid to Approve the proposed “bed & breakfast” style short-term rental, staff recommends adding the following conditions:

22. The short-term rental can only operate if the owner of the dwelling also resides on the property and serves as caretaker for the short-term rental;

23. If and when the dwelling used for the short-term rental is no longer used exclusively as a short-term rental, said dwelling would be deemed to no longer be an accessory structure and use thereof, and as a result, would have to be divided off onto a separate parcel pursuant to Section 17.13 in order for the dwelling to be used as a principal residential use;

24. The owner/operator of the short-term rental shall satisfy all rules, regulations, and licensing requirements for short-term rentals adopted and enforced the Village of Germantown at the time the dwelling commences being used as a short-term rental, and, all applicable Washington County and State of Wisconsin regulations and licensing requirements, including but not limited to registration and licensing with the Wisconsin Department of Revenue (DOR) and/or Department of Agriculture, Trade & Consumer Protection (DATCP) for purposes of code compliance and collecting applicable state, county and local sales, room and other taxes.

25. Prior to commencing operation of the short-term rental, the owner/operator shall provide a detailed plan of operation to the Community Development Department.

Trustee Baum commented he had the privilege of working on a farm style venue similar to this and it has been a hit of that facility. He said this would not be a detriment to the area.

MOTION carried unanimously.

Heritage Park – Keith Kindred, SEH, agent for Home Path Financial LP, property owner, is requesting approval of a final subdivision plat for “Heritage Park North” (35 single-family lots), a 32.98-acre residential development located east of Division Road and north of Revere Lane.

CONDITIONAL USE PERMIT AMENDMENT

11/14/22 Plan Commission Meeting

Apple Works Winery LLC / Kevin Behnke

Planning & Zoning Report

Germantown, Wisconsin

Summary

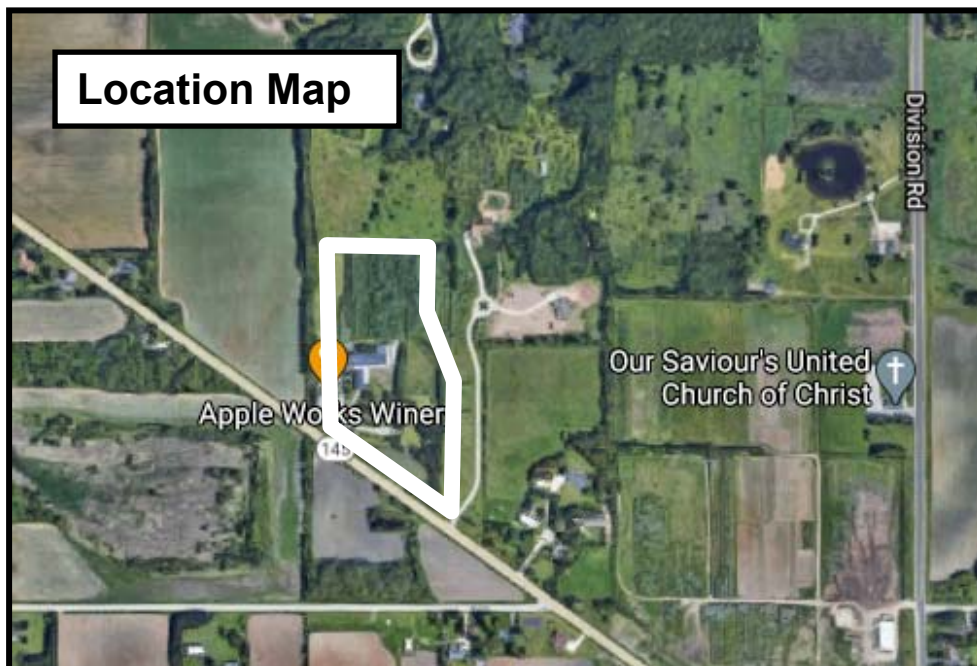
Kevin Behnke, property owner, is requesting approval of an amendment to Conditional Use Permit #01-13 to revise the hours of operation and expand the existing winery operation to include an existing 2,880 sqft renovated barn with a seating capacity of 125 persons, additional on-site vehicle parking, and use of the existing dwelling as a “bed & breakfast” type short-term rental on the 10.8 acre Apple Works Winery property located at W179 N12536 Fond du Lac Avenue.

Location: W179 N12536 Fond du Lac Avenue

Property Owner: Kevin Behnke
W179 N12536 Fond du Lac Avenue
Germantown, WI 53022

Current Zoning: A-2: Agricultural

Adjacent Land Uses		Zoning
North	Residential	Rs-1
South	Agricultural	A-1
East	Residential	Rs-1
West	Agricultural	A-1



Background

The original Apple Works Orchard was an early version of an “agri-tourism” operation that started in the early 1990’s through 2000 that included the on-site sale of apple products, pumpkins, Christmas trees and other locally produced crafts and baked goods. Kevin Behnke purchased the property in 2002 and began restoring the property and buildings. In 2002, Behnke was granted a conditional use permit (CUP #12-02) for vehicle, boat, and equipment storage from the three (3) accessory buildings on the property. In 2004, the property was divided with a 15-acre portion rezoned for residential development with three (3) dwellings since constructed.

In 2013, CUP #01-13 was granted to Behnke for the operation of a winery and tasting room on the property with the intent that it would, once again, become a local agri-tourism operation. The current winery, tasting room and outdoor patio operation is permitted to operate during the hours of 10:00am to 9:00pm, 7 days per week. The winery currently includes a 1,585-square foot tasting room/retail store, a 432 sqft outdoor patio w/ pergola, and a 960 sqft patio w/ 600 cedar shelter w/ black metal roof constructed in 2022.

In 2020, Behnke proposed an amendment to CUP #01-13 to expand the winery operation to include an event venue. The proposal included the following site and building improvements that would be added to the operation and CUP:

- Renovate Existing 2,880 sqft barn into wedding & event venue
 - o 1536-square foot addition, a 512-square foot covered drive-through, and a 256-square foot enclosed entry to be added to the existing building
 - o Catering Prep Kitchen
 - o Indoor restrooms
 - o Overhead garage doors on north and east elevations
 - o Sound Safe Acoustic Barrier to be installed in the banquet hall walls
- Construct 35-50 vehicle gravel parking lot
 - o installed north of outdoor patio and existing tasting room building
 - o possibly paved in future

Although the proposed amendment received a positive recommendation from the Plan Commission subject to ten (10) conditions, the CUP request was denied by the Village Board in February, 2021 (meeting minutes attached).

Proposal

At this time, Behnke is requesting approval of a similar amendment to Conditional Use Permit #01-13 including the following:

1. Revise the hours of operation for winery activities:
 - a. current: 10:00am to 9:00pm
 - b. proposed: 10:00am to 11:00pm (10:00 to 11:00pm for clean-up)
2. Expand the winery operation to include use of the existing 2,880 sqft barn with a maximum capacity of 125 persons (leave tasting room capacity at 50 persons)

-
3. Construct a 35-50 vehicle parking area
 - a. installed north of outdoor patio and existing tasting room building
 - b. gravel or pervious pavement
 4. Convert the existing dwelling on property into a “bed & breakfast” type short-term rental (to coincide with construction of a new and separate single-family dwelling on the property for Behnke)

NOTE: In the application materials, Behnke discusses other improvements as part of his overall 5-year plan for the property, including installation of wind and/or solar energy conversions systems on the property. Since these items do not require conditional use permit approval, they are not included in the proposed CUP amendment. Wind and solar energy conversion systems are permitted uses in the A-2: Agricultural Zoning District and do not require CUP approval in order to be installed.

As has been the case in the past, the winery will continue to host “events” that include both business events and personal events including, but not limited to, wedding related activities, anniversaries, birthday parties, graduation parties, bridal showers, baby showers, as well as family gatherings.

Finally, the Apple Works Winery currently holds a Class B Liquor License to serve wine and beer. Behnke has indicated that the winery may apply for a Hard Liquor License in the near future, but not at this particular time. Any such request/application would be handled through the licensing procedures administered by the Village Clerk/Treasurer’s Office and not require separate approval through the conditional use permit process.

Staff Analysis/Comments

Although “winery” is not specified in the A-2 District as either an allowable or conditional use, the Apple Works Winery operation was processed and approved with a conditional use permit under the “unspecified use” provisions in Section 17.07(3)(a)2. Of the Zoning Code:

17.07(3)(a)2. Unclassified or Unspecified Uses.

Unclassified or unspecified uses may be permitted by the Plan Commission, provided that such uses are similar in character to the principal uses permitted in the district. If the Plan Commission determines that an unclassified or unspecified use is similar in character to a conditional use specified for that zoning district, the unclassified or unspecified use will require review and approval by both the Plan Commission and the Village Board in accordance with the procedures established in section 17.42 of this chapter [i.e. the Conditional Use Permit requirements].

The proposed expansion summarized above is being processed in the same way and can be allowed with a revised CUP. The proposed “bed & breakfast” short-term rental is specifically listed as a conditional use in the A-2 District. Therefore, we are processing the overall proposal as a conditional use permit application. If approved, we will simply

amend CUP #01-13.

Given the history of this property and popularity of the winery operation, the proposed expansion is a logical step for the operation and is consistent with some of the desirability of agri-business and tourism uses in the Village's Rural Preservation District as expressed in the recently adopted 2050 Comprehensive Plan.

However, Staff continues to have concerns regarding the compatibility of an expanded winery use with the surrounding residential properties to the east and north. In 2013, commitments were made to the neighbors that the winery operation would be quiet, serve no hard alcohol, and only operate until 9:00pm (see Village Board meeting minutes from 1-7-2013 when CUP #01-13 was granted). Like the proposal in 2020 to add an event venue, the current proposal is essentially the same and will change the character of the winery operation going forward. As a consequence of expanding the winery operation as proposed, the type and number of events and patrons will be greater and more diverse with the potential for increased negative impacts on the surrounding neighborhood, e.g. noise, traffic.

With respect to the issue of noise, as a result of the public comments received and discussion by the Plan Commission and Village Board leading up to the VB's eventual decision to deny the previous CUP amendment application in 2021, Behnke has taken steps to address potential noise complaints.

First, Behnke has agreed with Staff to clarify language in the CUP to restrict outdoor music and other entertainment to the outdoor patio area west/northwest of the tasting room building. No outdoor music will be allowed from or around the renovated barn. Indoor music will be allowed in the tasting room building and the renovated barn. Second, Behnke has voluntarily restricted music at events to low impact acoustic-type instruments (typically a guitar) with low wattage amplifiers/PA system speakers performed by soloists or small ensembles. Pre-recorded "piped in" music is not amplified and played outdoors. Third, Behnke has installed a "NoiseAware" sound level monitoring and notification system on the property www.noiseaware.com. Sensors are mounted east of the renovated barn near the east property line (and closest residential area). Sound level data results for a sampling of dates from June through September have been provided that show higher sound levels associated with background noise than the sound levels measured when live music was being played on a particular event date. According to Staff's review of the NoiseAware data provided, the sound level measured near the east property line on event dates when live music was played did not exceed the 40-60dB level (which corresponds to the NoiseAware "risk score" of 10 on their proprietary scale). These results, albeit limited, are consistent with the analysis and conclusions provided in the February 3, 2021 sound level analysis prepared for the Apple Works Winery by Craig Schaefer, Acoustical Engineer, with Reidel & Associates. At that time, the prediction was that sound created by a music source located in or near the tasting room building would not be distinguishable from the level of sound from surrounding background sources.

With that said, reasonable measures should be taken to limit or mitigate potential noise impacts associated with any winery activities and special events, including limits on the days and hours music is allowed to be played, limits on the level of sound that is allowed to occur, and requirements on how and where amplifies/speakers are allowed to be mounted and/or directed. Although the Village has some general restrictions on noise disturbances that are enforced through the nuisance provisions in the Municipal Code, there are no prescribed decibel (dB) thresholds or criteria that are used to determine violations between the hours of 6:00am and 10:00pm. Because the Apple Works Winery is located in the rural area of the Village, it's understandable that surrounding residents and property owners may be concerned about and sensitive to changes in the type, timing and level of sounds in the area. However, different sounds that have not been typical or customary for this rural area are not necessarily a public nuisance or code violation simply because those sounds are new or different, particularly if they occur between the hours of 6:00am and 10:00pm.

With respect to the proposed "Bed & Breakfast" short-term rental, rules and regulations concerning these types of uses are constantly changing; more so at the state level than by the Village. Recent case law and Wisconsin's "short-term rental law" adopted under Wis. Act 59 adopted in September 2017, limits to some degree how far municipalities can go in terms of prohibiting and regulating "short-term rentals". The Village's requirements for a "Bed & Breakfast" are clear that a B&B must be owner-occupied. In this case, Behnke has indicated that he does not intend to live in the existing residential dwelling at the same time as it being used as a short-term rental. Behnke's intention is to construct a new single-family dwelling on the property first (with no current timeline in mind) and then convert the existing dwelling (referred to as the Christian Jaehnig home) for short-term rental purposes. While it possible to construct a second single-family home on a property in the A-2 District, there are limitations that are not acceptable to the owner; specifically the need to divide the second dwelling onto a separate 5-acre parcel. Section 17.13(2)(u) of the A-2 District reads as follows:

"A second single-family residential dwelling if the need for more than one single-family dwelling to support and carry on the principal or approved conditional use can be established to the satisfaction of the Plan Commission before issuance of a building permit. If approval for a second farm dwelling is granted, the additional dwelling shall be placed on a parcel separated from the farm lot provided that any parcel so created conforms with all regulations set forth in section 17.14 of this chapter." [which is the Rs-1: Single-Family District that requires a minimum 5-acre parcel size].

While Staff is supportive of the concept because of the tourism-related benefits such a use will have to offer, the unknown timing of when this transition may occur, changing regulations affecting the use of property for short-term rentals, and the lack of any "short-term rental" regulations in the Village Code at this time makes this aspect of the proposal difficult to support at this time.

With that said, Staff is of the opinion that, the only the Village could approve the proposal to convert the existing dwelling into a bed & breakfast-style "short-term rental" AND construct a new home on the property without any land division is to make specific

accommodations in the CUP where the existing home would be designated as an accessory structure and that the following conditions be included in the CUP:

1. The short-term rental can only operate if the owner of the dwelling also resides on the property and serves as caretaker for the short-term rental;
2. If and when the dwelling used for the short-term rental is no longer used exclusively as a short-term rental, said dwelling would be deemed to no longer be an accessory structure and use thereof, and as a result, would have to be divided off onto a separate parcel pursuant to Section 17.13 in order for the dwelling to be used as a principal residential use;
3. The owner/operator of the short-term rental shall satisfy all rules, regulations, and licensing requirements for short-term rentals adopted and enforced the Village of Germantown at the time the dwelling commences being used as a short-term rental, and, all applicable Washington County and State of Wisconsin regulations and licensing requirements, including but not limited to registration and licensing with the Wisconsin Department of Revenue (DOR) and/or Department of Agriculture, Trade & Consumer Protection (DATCP) for purposes of code compliance and collecting applicable state, county and local sales, room and other taxes.

With respect to the proposed parking area, depending on the type of construction material used a stormwater management plan and erosion control measures may be required, subject to the following triggers:

- Between 5,000 SF and 21,780 SF (1/2 acre) - Green infrastructure improvements per MMSD requirements. (see attached document)
- Over 1/2 acre of additional impervious (cumulative) - MMSD Chapter 13 requirements kick in.
- Over 1 acre of site disturbance (cumulative)- WDNR stormwater management requirements kick in.

Therefore, prior to construction of the parking area or any other site improvements being completed on the site, the owner/applicant will need to submit a site development and building plan application with a detailed site plan to include (but not limited to) the following items:

- Scaled site and engineering plans of the improved areas, stamped by a professional engineer or surveyor, showing the following:
 - o Existing buildings and site features, topography, and property lines.
 - o Proposed improvements and relationship to existing features, property lines with setback callouts, etc.
 - o Grading and erosion control plans

These items will need to be reviewed and approved by the Plan Commission prior to obtaining necessary building, grading or erosion control permits.

Village Staff Recommendation

APPROVE a conditional use permit amendment to CUP#01-13 for the 10.8-acre Apple Works Winery property located at W179 N12536 Fond du Lac Avenue subject to the following conditions (these conditions are inclusive of the conditions that apply to use of the property for the winery operation and associated activities; these conditions replace those adopted in the original permit #01-13:

1. This permit authorizes limited uses and activities as set forth in the original application for CUP# 01-13 and the amendment application dated August 5, 2022, including special “events” and in the supporting documents made part of the application on file with the Village. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.
2. For purposes of administration and enforcement of this CUP, the following terms are defined:
 - a. “Event” or “events” is/are an organized or spontaneous party, meeting, dinner, wine tasting, celebration, ceremony, wedding, reception, workshop, conference, corporate function, or other similar activity held for the benefit of and attended by persons in addition to and/or other than the property owner for a common purpose that occurs on the property on an irregular, periodic or one-time basis. This definition does not include uses or activities that are typical and customary accessory uses to a single-family residential use, such as private parties, gatherings and similar activities conducted by and for the benefit of the property owner and his/her immediate family (spouse, domestic partner, child/stepchild, parent/stepparent). This definition does not include regular activities uses or activities that are typically and customarily associated with the daily operation of a café, restaurant, or bar/tavern.
3. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional uses and activities which cause special problems or harmful effects associated with the permitted uses and activities that were not revealed or anticipated at the time this CUP was granted, or, where conditions imposed by this CUP that were anticipated to mitigate or eliminate harmful effects associated with the uses and activities but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, this conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
4. In the event the Village receives complaints regarding noise, activities or other negative impacts on surrounding neighborhood and properties, the

-
- Owner/Operator shall work cooperatively with the Village to mitigate and resolve the issue.
5. Site improvements, buildings, signage, exterior lighting, and any other improvements on the property that are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.
 6. Building permits and commercial building code plan approval are required for the proposed remodeling; contact Inspection Services prior to any work for details on the required permits and plan approvals.
 7. Washington County shall be consulted regarding compliance with all applicable POWTS sanitary requirements that may result from the expanded use of the renovated barn and overall property for public and private events and uses.
 8. Applicant to obtain all required liquor licenses and/or permits from the state and Village prior to any events held on the property.
 9. All signage, temporary and permanent, requires a permit; contact Planning & Zoning Services for details.
 10. A pre-occupancy inspection of the renovated barn by the Village Building Inspector and Fire Chief is required prior to commencing use of the renovated barn for winery events.
 11. This Conditional Use Permit shall be transferable to an immediate family member only. In the event there is a change in the owner/operator of the winery operation outside the immediate family, this CUP shall become null and void. A new CUP shall be required in order for a new owner/operator to commence operation of a winery, event venue and/or storage operation from this property.
 12. In the event the Village receives complaints regarding noise, activities or other negative impacts on surrounding neighborhood and properties, the Owner/Operator shall work cooperatively with the Village to mitigate and resolve the issue.
 13. Applicant to obtain all required liquor licenses and/or permits from the State and Village.
 14. There shall be no licensing for the sale or dispensing of hard liquor on site for business purposes. In the event the property owner would like to apply for additional liquor licensing (i.e. hard liquor license), an amendment to this Conditional Use Permit is required to be approved by the Village Plan Commission and Village Board prior to the issuance of said permit.
 15. The property owner shall record a deed restriction for the subject property that limits access from STH145 to the existing driveway only and prohibits any new or additional access driveways unless approved by the WisDOT and Village of Germantown. Said deed restriction shall be recorded prior to or concurrent with Village approval of the Site Plan for the event venue project or six (6) months after the date of recording of this CUP, whichever comes first.
 16. Not including service staff, the maximum property capacity shall not exceed 175 persons at any one time.
 17. Operational hours for the winery and events are permitted to be 10:00 am to 9:00 pm Sunday through Saturday.

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18. Outdoor music is allowed only on/from the outdoor patios north/northwest of the tasting room building. Outdoor music shall be permitted between 12:00pm and 6:00pm only on Sunday through Thursday, and from 12:00pm until 9:00pm on Friday and Saturday. Outdoor music shall be limited to low impact acoustic-type instruments (e.g. string instruments, piano, woodwind instruments) with small, low wattage amplifiers or personal-sized PA system speakers by solo artists or small ensembles.
 19. Indoor music is allowed only in the tasting room building and the renovated barn shall be permitted between 12:00pm and 6:00pm only on Sunday through Thursday and from 12:00pm until 9:00pm on Friday and Saturday.
 20. The hours of operation shall be between 10:00am and 9:00pm Sunday through Thursday, and between 10:00am and 11:00pm on Fridays and Saturdays. Only clean-up type activities may take place between 10:00pm and 11:00pm on Friday and Saturdays.

If the Plan Commission is inclined to **APPROVE** the proposed “bed & breakfast” style short-term rental, staff recommends adding the following conditions:

21. The short-term rental can only operate if the owner of the dwelling also resides on the property and serves as caretaker for the short-term rental;
22. If and when the dwelling used for the short-term rental is no longer used exclusively as a short-term rental, said dwelling would be deemed to no longer be an accessory structure and use thereof, and as a result, would have to be divided off onto a separate parcel pursuant to Section 17.13 in order for the dwelling to be used as a principal residential use;
23. The owner/operator of the short-term rental shall satisfy all rules, regulations, and licensing requirements for short-term rentals adopted and enforced the Village of Germantown at the time the dwelling commences being used as a short-term rental, and, all applicable Washington County and State of Wisconsin regulations and licensing requirements, including but not limited to registration and licensing with the Wisconsin Department of Revenue (DOR) and/or Department of Agriculture, Trade & Consumer Protection (DATCP) for purposes of code compliance and collecting applicable state, county and local sales, room and other taxes.
24. Prior to commencing operation of the short-term rental, the owner/operator shall provide a detailed plan of operation to the Community Development Department.

Germantown Police Department



Roll Call Log

06-020567**Accident/PDO**

11/10/06 17:3514

W179N12536 Fond du Lac Ave

Disposition **Accident Report**
 Unit **742**
 Officer **RAC115**

Lisa Behnke called 911 reporting a female entered her house and began yelling that she was in an accident.

Driver: Joan E. Trobaugh fw/01-05-48, blk 1996 Ford, AK58028

09-013219**Found Property**

07/11/09 11:3348

W179N12536 Fond du Lac Ave

Disposition **Police Assist Given**
 Unit **735**
 Officer **TRM152**

Party dropped off a wallet with ID indicating the owner to be Michael F LORENZ, MW/12-02-83.

Phone message was left that the residence to contact the PD reference the wallet. Michael responded to the PD and the wallet was turned over to him.

10-015133**Alarm**

08/18/10 16:0247

W179N12536 Fond du Lac Ave

Disposition **False Alarm**
 Unit **742**
 Officer **RAC115**

ADT reports a burglar alarm indicating the rear door at the Behnke residence. Officer out with homeowner, Lisa A. Behnke f/w 05-11-1960, who opened a door to the garage and didnt know the alarm was set and did not have the correct code or her key fob.

11-000068**Alarm**

01/01/11 22:2041

W179N12536 Fond du Lac Ave

Disposition **False Alarm**
 Unit **745**
 Officer **TEO138**

ADT reports a burglar alarm sounding from the dining room motion detector. Homeowner Kevin Behnke eta 15 min, blk Mercedes. Unknown cause.

16-020088**Extra Patrol/Watch**

11/24/16 20:5047

W179N12536 Fond du Lac Ave

Disposition **Police Assist Given**
 Unit **746**
 Officer **KJR136**

Apple Works Winery

18-007341**Accident/PDO**

05/06/18 17:1150

W179N12536 Fond du Lac Ave

Disposition **Accident Report**
 Unit **752**
 Officer **CAF118**

Germantown Communications received multiple reports of a single motor vehicle accident on the property of Apple Works Winery involving a black Acura RDX, WI reg AAN1565. Sherry L. Chappelle fw/5-25-75 claimed to have been the passenger in the vehicle, and that the driver fled the scene on foot. Officers determined that Chappelle was in fact the driver, and she was subsequently taken into custody for obstructing.

Germantown Police Department



Roll Call Log

20-013274**Alarm**

09/16/20 02:5342

W179N12536 Fond du Lac Ave

 Disposition **False Alarm**
 Unit **743**
 Officer **ZAS089**

ADT reported a burglar alarm activation from the wine bar motion detector at Apple Works Winery. Officers responded with key holder Kevin H. Behnke (m/w 10-08-1954). Nothing suspicious was found and the cause for the alarm was unknown.

20-016382**Accident/PDO**

11/09/20 13:4343

W179N12536 Fond du Lac Ave

 Disposition **Accident Report**
 Unit **732**
 Officer **MDS121**

Amazon driver, Earlynn M Holmes fb/07-18-97 reported driving over electrical lines running across the driveway at Apple Works Winery, on the ground, no damage done. Owner, Kevin H Behnke mw/10-08-54 requested it be documented.

21-012412**Accident/PDO**

07/26/21 06:5747

W179N12536 Fond du Lac Ave

 Disposition **Accident Report**
 Unit **732**
 Officer **MDS121**

Kevin H. Behnke (mw/10-08-54) reports a vehicle struck his mailbox and is in the weeds. Homers notified to tow the 2005 Chevy Impala, WI reg AJF2867. TTY sent to Kewauknee County Sheriff to attempt contact with owner Kim Marie Gronke (fw/04-10-80).

22-001299**Abandoned Vehicle**

01/20/22 11:4155

W179N12536 Fond du Lac Ave

 Disposition **Police Assist Given**
 Unit **730**
 Officer **SFM142**

Lisa A Behnke (f/w 05-11-1965) reported a 2001 International, WI registration "EC59480", Fedex truck is abandoned in their driveway. Upon arrival, Dennis' Towing arrived to remove the vehicle.



Village of



Germantown

Willkommen

Fee must accompany application

\$730

~~\$1400~~

Paid

Date

8/5/22

Amendment

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

1 APPLICANT OR AGENT

KEVIN H BEHNKE
APPLIE WORKS WINERY
W179 N12536 FOND DU LAC
GERMANTOWN, WI 53022
Phone (262) 677-1857

Fax ()

E-Mail R15LAXEDKHB@HOTMAIL.COM

PROPERTY OWNER

KEVIN H BEHNKE
W179 N12536 FOND DU LAC
GERMANTOWN, WI 53022
Phone (262) 677-1857

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

KEVIN H BEHNKE, APPLIE WORKS WINERY, BEHNKE STATES

3 PROPERTY ADDRESS

W179 N12536 FOND DU LAC AVE

TAX KEY NUMBER

6TNU-161-976

4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary.

ZONED A-2 / WINERY / HOME / EQUIPMENT STORAGE

5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

PLEASE SEE ATTACHED DOCUMENTATION

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

A 10.81 acre parcel being Lot 4 of Certified Survey Map No. 5843
and being a part of the NW ¼ and SW ¼ of the NE ¼ of Section 16,
Township 9 North, Range 20 East in the Village of Germantown,
Washington County, Wisconsin

7 SUPPORTING DOCUMENTATION:

- ☐ Site Plan and elevations for new construction (can be conceptual)
- ☒ Photos of existing use and/or proposed use operating elsewhere
- ☒ ATTACHED DOCUMENTATION
- ☐ _____

8 READ AND INITIAL THE FOLLOWING:

- ☒ I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.
- ☒ I will notify the Village if any aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.
- ☒ I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.
- ☒ I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action being taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and timeframe.

9 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!


Applicant

4/24/22
Date


Owner

4/24/22
Date



w179 n12536
FOND DU LAC AVENUE
GERMANTOWN, WI
53022
PH # 262 677~1000
APPLEWORKSWINERY.COM

Emily Zandt
Community Development Department
Village Planner & Zoning Administrator
N112 W17001 Mequon Road
P. O. Box 337
Germantown, Wisconsin 53022-0337

April 24th, 2022

Re: Amendment to the Original CUP #01-13

Emily,

This letter is in response to our recent meeting regarding a few changes we would like to make to the Original Cup #01-13 dated January 28th, 2013.

Please find attached some supporting documents for your review.

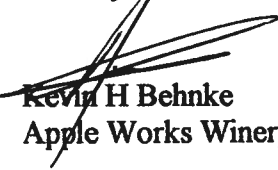
1. Cup #01-13
2. Current Class "B" Winery License and Class "B" Fermented Malt Beverage
3. Ariel View of current Boundary of Liquor Licensing
4. Ariel View of requested Distance change for 50 Ft to 145 Ft
5. Ariel View of New Boundary per requested distance change
6. Ariel View of additional permeable parking area
7. Ariel View of Cedar Post/Board Corral Type Fence
8. Certified Survey Map
9. Noise Aware 24/7 Sound Monitor Sensors (Indoor and Outdoor)
10. Wall Street Journal on Noise Aware Company

Proposed changes to the exiting CUP

1. Incorporate the use of Building #2 into the existing Winery Operation
2. Change hours of operation to 10:00 am to 11:00 pm
3. Change item (4 a) exceeds 50 total persons for building #1 and 125 total persons for building #2

If you have any questions, please feel free to contact me.

Thank you.


Kevin H Behnke
Apple Works Winery LLC

CUP # 01 - 13

Document No.

CONDITIONAL USE PERMIT

Document Title

1328018

**VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
CONDITIONAL USE ZONING PERMIT****Whereas the Applicant:****Kevin Behnke, Property Owner & Apple Works Winery LLC**

agree to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with and approvals granted by officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to the Applicant to permit the operation of a winery from the property located at W179 N12536 Fond du Lac Ave in the A-2: Agricultural Zoning District pursuant to Section 17.13 and 17.07(3)(a)2. of the Village Zoning Code.

RECORDED
February 04, 2013 10:38 AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$25.00

Name & Return Address:

**Village of Germantown
P.O. Box 337
Germantown, WI 53022**

Parcel Identification No:

GTNV 161-976

On the following described property located in the Village of Germantown, Washington County, Wisconsin:

A 10.81 acre parcel being Lot 4 of Certified Survey Map No. 5843 and being a part of the NW ¼ and SW ¼ of the NE ¼ of Section 16, Township 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin.

Tax Key No: 161-976

Address: W179 N12536 Fond du Lac Avenue

Pursuant to the following condition(s):

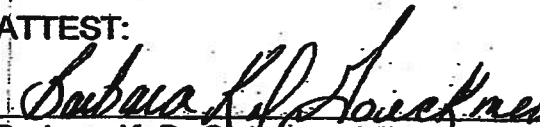
1. This permit authorizes the uses and activities as set forth in the conditional use permit application and in the supporting documents and plans made part of the application. Except as may be limited herein, all of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.
2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to mitigate or eliminate harmful effects associated with the use but are subsequently insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
3. Operational hours are permitted to be 10:00 am to 9:00 pm Sunday through Saturday.
4. Applicant is responsible for contacting the Community Development Department and/or

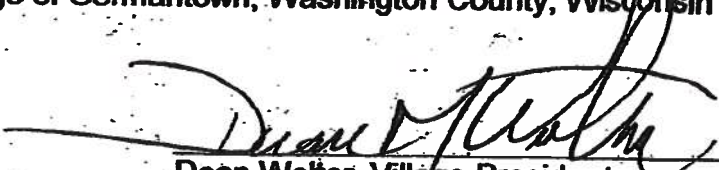
Clerk's Office for applicable temporary use, liquor license, or other permits or approvals for any special event that: (a) exceeds 50 total persons in attendance; (b) includes the selling of any alcohol other than wine; or (c) includes a DJ, live band, or other excessively amplified music.

5. Applicant to obtain all required liquor licenses and/or permits from the State and Village.
6. The proposed outdoor patio may require site plan approval from the Plan Commission depending on the extent and improvements. Contact the Village Planner for further information prior to installation of the outdoor patio. At a minimum, the patio shall be set back a minimum distance of 50' from the nearest property line.
7. Building permits and state-approved plans may be required for the proposed remodeling; contact Inspection Services prior to any work for details on the required permits and plan approvals.
8. All signage, temporary and permanent, requires a permit; contact Planning & Zoning Services for details.
9. A pre-occupancy inspection is required by the Fire Department.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the 7th day of January, 2013.

ATTEST:


Barbara K. D. Goeckner, Village Clerk


Dean Wolter, Village President

STATE OF WISCONSIN) SS.
WASHINGTON COUNTY)

Personally came before me this 28th day of January, 2013, the above named Dean Wolter, Village President, and Barbara K. D. Goeckner, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Christine M. Micka
(type or print name of Notary on this line)

Christine M. Micka
(signature of Notary on this line)

Notary Public, State of Wisconsin
My Commission Expires: 7-19-15

Conditional Use Permit (CUP) # 01-13

Kevin Behnke, Property Owner & Apple Works Winery LLC

Page 3 of 3

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

As representative for Apple Works Winery LLC, I, Kevin Behnke, Property Owner, hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this 28 day of JAN, 2013

Kevin Behnke

(signature on this line)

STATE OF WISCONSIN) SS
Waukesha COUNTY)

Personally came before me this 28th day of January, 2013, being the above named Kevin Behnke, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Kristy Granke

(Type or print name of Notary on this line)

Kristy Granke

(Signature of Notary on this line)

Notary Public, State of Wisconsin

My Commission Expires: Aug 3, 2014

This instrument was drafted by:
Jeffrey W. Retzlaff, AICP
Community Development Director/Zoning Administrator
Village of Germantown, Wisconsin

Village of Germantown
"CLASS B" WINERY LICENSE
CLASS "B" FERMENTED MALT BEVERAGE

License No:
21/22 - 1

Village of Germantown

Fee: **\$600.00**

State of Wisconsin

WHEREAS, the local governing body of the Village of Germantown, County of Washington, State of Wisconsin, has, upon application duly made, granted and authorized the issuance of a Winery License and Fermented Malt Beverage License to:

Apple Works Winery LLC

W179 N12536 Fond Du Lac Ave
Germantown, WI 53022

Kevin H. Behnke, Agent

to sell Wine, as defined by law, and pursuant to Chapter 125.32 & 125.53 of the Statutes of the State of Wisconsin and local ordinances;

AND WHEREAS, the said applicant has paid to the Treasurer the sum of \$500.00 for such "Class B" Winery License and \$100.00 for such Class "B" Beer License as provided by local ordinances, and has complied with all the requirements necessary for obtaining such license;
LICENSE IS HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Wine and Beer at the following described premises:

Licensed premise:

Apple Works Winery / Behnke Estates
W179 N12536 Fond Du Lac Ave
Germantown, WI 53022

Apple Works Winery / Behnke Estates
Outdoor Premises surrounding Building #1
Building #1: Winery store/Sales and Tasting Room
100' rear, 100' front, 50' right, 75' left including patio & tent.

For the Period from 7/01/2021 to 6/30/2022.



Deanna Braunschweig

Deanna B. Braunschweig, Village Clerk

This License must be Framed and Posted in a Conspicuous Place in the room or place where Wine is drawn or removed for service or sale.



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 50 ft

Measure distance

Total area: 36,328.42 ft² (3,375.02 m²)

Total distance: 774.71 ft (236.13 m)

CURRENT LIQUOR LICENSE AREA



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 Google 50 ft

Measure distance
Total distance: 145.81 ft (44.44 m)

**LIQUOR LICENSE RIGHT DISTANCE
INCREASE FROM 50 FT to 145 FT**



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 50 ft

Measure distance

Total area: 49,637.26 ft² (4,611.45 m²)

Total distance: 878.72 ft (267.83 m)

REQUESTED LIQUOR LICENSE AREA



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 50 ft

Measure distance
Total area: 8,029.29 ft² (745.95 m²)
Total distance: 356.59 ft (108.69 m)

ADDITIONAL PERMEABLE PARKING AREA



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 Google 50 ft

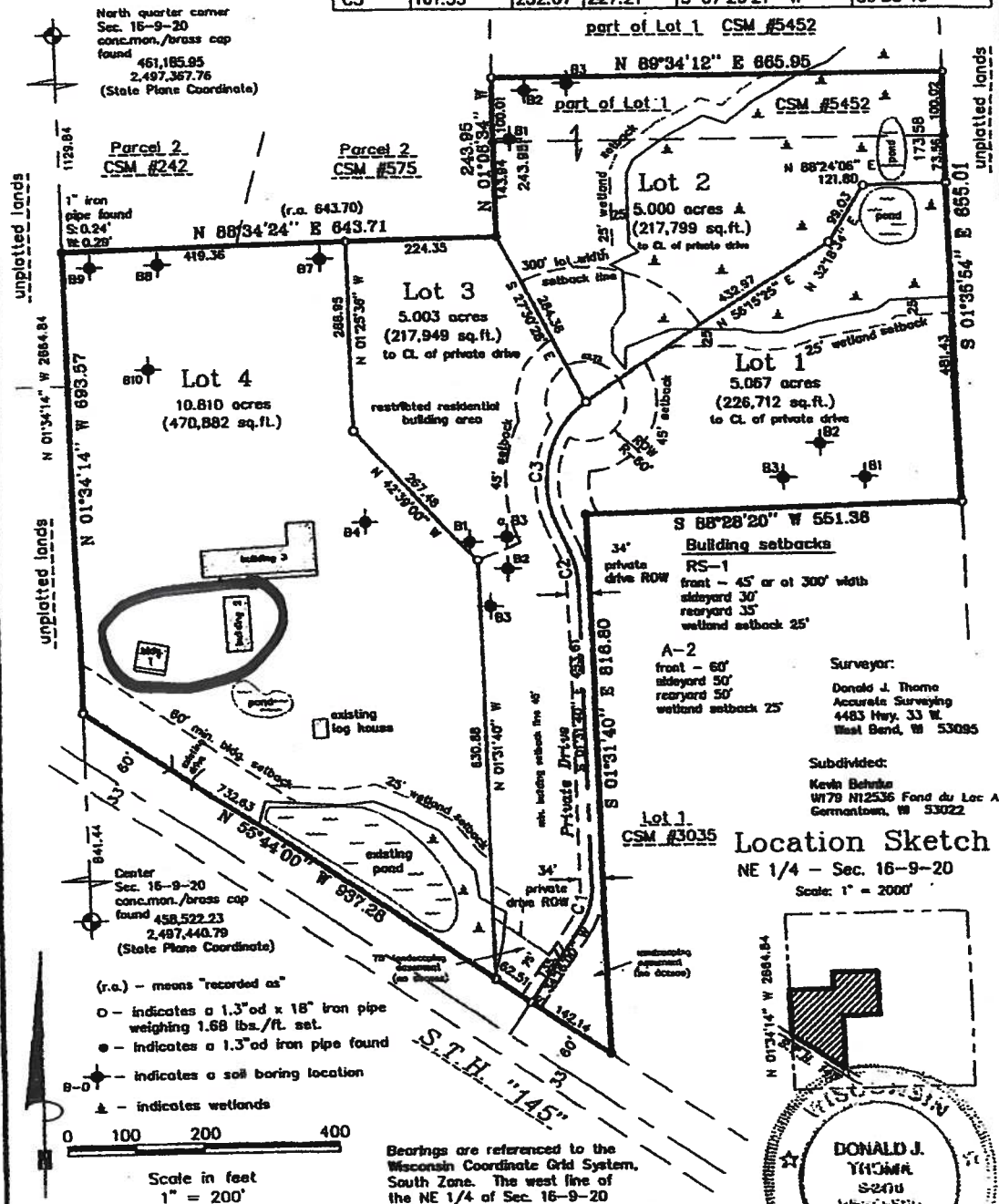
Measure distance
Total distance: 365.14 ft (111.29 m)

CEDAR POST/BOARD CORRAL TYPE FENCING

Sheet 1 of 4

Curve Data

NUMBER	Radius ='	Arc ='	Chord ='	Chord Bear =	Delta =
C1	100.00	62.47	61.46	S 16°22'10" W	35°47'40"
C2	150.00	56.48	56.15	S 12°18'53" E	21°34'26"
C3	161.35	252.07	227.21	S 07°20'21" W	89°30'40"



This instrument was drafted by Donald J. Thoma, S-2470

Donald J. Thoma, S-2470
Dated this 2nd day of November 2004.
Revised this 6th day of January, 2005

CSM MAP NO 5843 VOL 43 PG 11

DOC# 1075149

Search

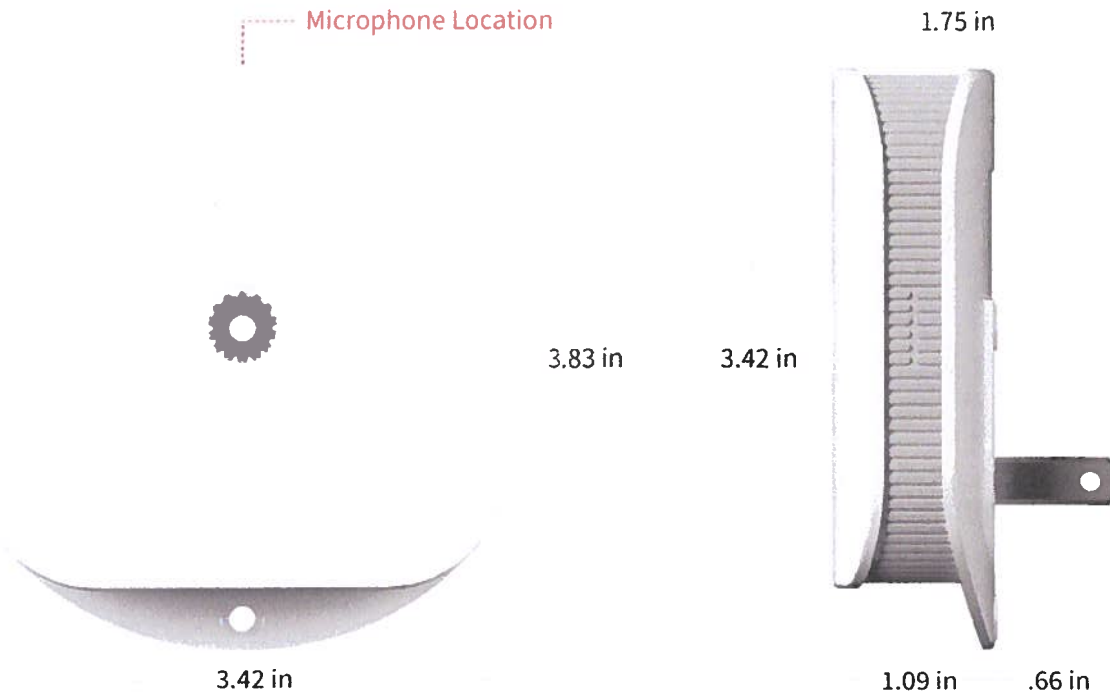
Articles in this section

NOISEAWARE GEN 3 PRODUCT SPECIFICATIONS



Garrett Dobbs
1 month ago · Updated

INDOOR NOISE SENSOR



Generation:

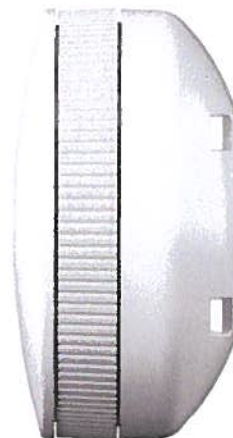
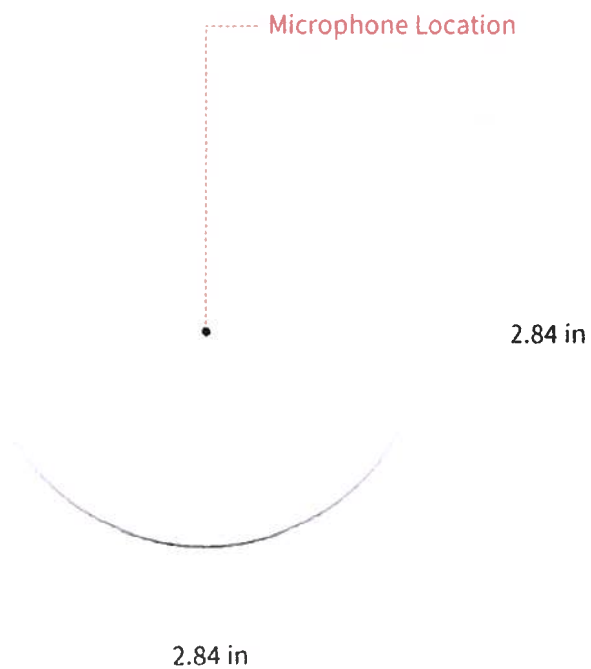
- 3rd Generation (Gen 3)



Designed by NoiseAware

Assembled in Mexico with parts made in the USA and China

OUTDOOR NOISE SENSOR





Designed by NoiseAware

Assembled in Mexico with parts made in the USA and China

WEB APPLICATION

Requirements:

- Chrome v68+ on Mac OS X v10.9+ or Windows 7+ and active internet connection

Languages:

- English, US (Can be translated by browser)

MOBILE APPLICATION

Requirements:

- iOS v10+ or Android 4.1+ and active internet connection

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<https://www.wsj.com/articles/how-to-tell-if-tenants-are-getting-rowdy-one-landlord-found-a-solution-1525140001>

BUSINESS | SMALL BUSINESS

How to Tell if Tenants Are Getting Rowdy? One Landlord Found a Solution.

NoiseAware devices capture data on noise levels and send the information to property managers



NoiseAware sensors are designed to let landlords know about tenant disturbances when they're just beginning.

PHOTO: NOISE AWARE

By Barbara Haislip

April 30, 2018 10:00 pm ET

Dave Krauss had a successful Airbnb rental business until one weekend in 2014. A renter supposedly looking for a quiet break with her boyfriend ended up having a two-day “mini-Coachella style rager” at Mr. Krauss’s condo, he says.

It wasn’t until two days after she checked out that he discovered what had happened. Fourteen angry neighbors had filed noise complaints, and a cease-and-desist letter forced him to sell the investment property at a \$30,000 loss.

“It had sullied my reputation. I slept fine that weekend. My neighbors didn’t,” he says.

Mr. Krauss vowed to never let it happen again. If he could get a simple notification when a disturbance *started*, rather than be the last to find out, he could head off potential problems.

Then, early in 2015, he met Andrew Schulz, an electrical engineer, who was teaching a class on building custom smart-home technology at the Dallas Entrepreneur Center. Mr. Krauss told him he didn’t want to be his student but would like to hire him to solve his problem. They went to lunch and discussed the design criteria for a system that would ultimately become what the company calls a “smoke detector for noise.”

“We still have the back-of-the-napkin sketches to this day,” says Mr. Krauss.

JOURNAL REPORT

Insights from [The Experts](#)

Read more at [WSJ.com/SmallBusinessReport](https://www.wsj.com/SmallBusinessReport)

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[The Biggest Crowdfunding Campaigns](#)

[Why Banning Tips Can Hurt Restaurants](#)

[The Secrets of Escape Rooms](#)

[VCs Talk About the Big Investments That Got Away](#)

[What LinkedIn's Founder Learned From Failure](#)

WSJ NEWSLETTER

Notes on the News

The news of the week in context.

☒ I would also like to receive updates and special offers from Dow Jones and affiliates. I can unsubscribe at any time.

☐ I agree to the [Privacy Policy](#) and [Cookie Notice](#).

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SIGN UP

HOW I THOUGHT OF IT



[Do You Hate When You Drop Your Soap in the Shower? So Did This Entrepreneur \(May 2020\)](#)

[She Wanted to Build a Fire on a Beach. And a Business Was Born. \(May 2020\)](#)

[An Entrepreneur Wanted to Keep Holiday Lights From Going Out \(November 2019\)](#)

[How I Thought of It: Bunk Beds That Are Easy to Make \(November 2019\)](#)

[His Grandfather Needed a New Kind of Coffee Cup. A Business Was Born \(April 2019\)](#)

In 2016, NoiseAware says, the company raised \$1 million in a round of angel financing from a group that included former HomeAway Chief Operating Officer Tom Hale. The company says it is currently closing a new round of financing. It won't disclose specific revenue but says that sales last year were eight times the 2016 figure, and its product protects more than 3,000 properties.

*Ms. Haislip is a writer in Chatham, N.J.
Email reports@wsj.com.*

Appeared in the May 1, 2018, print edition as 'keep it down, will you?.'



W179 N12536
FOND DU LAC AVENUE
GERMANTOWN, WI
53022
PH # 262 677-1000
APPLEWORKSWINERY.COM

Emily Zandt
Community Development Department
Village Planner & Zoning Administrator
N112 W17001 Mequon Road
P. O. Box 337
Germantown, Wisconsin 53022-0337

July 26th, 2022

Re Apple Works Winery LLC response to e-mail dated 5/2/2022

Emily,

Since the village always needs more information I looked at the property and my recent proposal which we have discussed and have decided to submit a 5 Year renovation plan. I have no intention of living someplace else so I have added some items going forward that would be important to us for the next 20 – 30 years.

1. Please provide more specific information on the types of events that will be held in Building #2. I must reinforce that the Winery needs more space for our Wine Tastings and Food Pairing Tastings we have started to do for our New Wine Club. Per our meeting we agreed that an Event is when somebody pays us to use the space to have their event.

The following is a list of events we have hosted and will continue to host.

Business Events

Exit Realty, Concordia University, BMO Harris Bank, Kohl's Corporate, Skygen USA, Prudential Investment Groups, JW Speaker, A Room with A View Travel Agency, Germantown Travel, Republican Party, IAG Wealth Partners, Financial Adviser Waukesha, just to name a few.

Customer Personal Events

Anniversaries, Birthday Parties, College Graduations, Bridal Showers
Baby Showers, Family Gatherings, Rehearsal Dinners and Engagement Parties etc.

Behnke Family / Relatives and Friends

To be exempt from restrictions for our private use of Building #2

2. Quiet Hours per the Village ordinance, which is in effect from 10 pm to 6 am
There will be NO Live music played outside the buildings during these hours.
There will be NO Live music played inside the buildings during these hours.
The Winery will NOT conduct business during these hours.
Hours from 10 pm to 11 pm to be used to close and clean-up if needed.
3. Noise Aware Sound Monitoring
We have already installed a sensor (receiver) in the back storage building and sensors about 50-75 feet from the lot line and have been monitoring the sound levels 24 / 7 to get a representation of real life application for the last month.
Currently there is more everyday background noise than most people realize.
The current Winery operation is not contributing in any significance.
I will include some print outs of the monitor sound levels in a different attachment

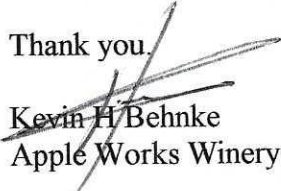
4. This Temporary Permit, which you have given me, could be used for something out of the ordinary.
5. The Bed and Breakfast/VRBO could be a nice addition for the Winery operation since these have become very popular at other Wineries in other states and its just a matter of time before they migrate to the Midwest.

The current Christian Jaehnig home that we live is a nice real representation of Heavy Timber Frame Construction built in the 1867 with German craftsmanship. It was moved from Manitowoc County and re-assembled on the property in 1991 with help from the Historical Society of Germantown. (See attached Article)
Attached are photos of existing home and some history explanation from 1988.

6. Since we would be losing our current residence to the limited use of a Bed and Breakfast/VRBO we would like to build a new home in the northwest corner of the property. Staying with the heavy timber craftsmen construction that we have used on the pergola and the patio shelter we would have the same type of construction represented in the new home. (See attached potential home info for reference only)
7. Wind Energy Conversion System and Solar Energy Conversion System.
Install a Bergey Wind Power 10 -20 kW Wind Turbine
80 - 100 Ft free standing Tower / 10 Ft x 10 ft triangular base
Located 100-120 FT from any lot line and a 6 FT Security Fence surrounding base.
(see attached brochures)
Solar Panels could also be installed on the roof of building #3
8. I feel that this requested modification to our existing CUP easily falls within the New 2050 Rural Preservation District guidelines. (copy is attached)
9. I have also attached an Existing Site Plan and a Site Plan of the Proposed Improvements.

If you have any questions, please feel free to contact me.

Thank you.


Kevin H. Behnke
Apple Works Winery LLC

Sept 19 '91

THE MILWAUKEE JOURNAL

ee-Washington

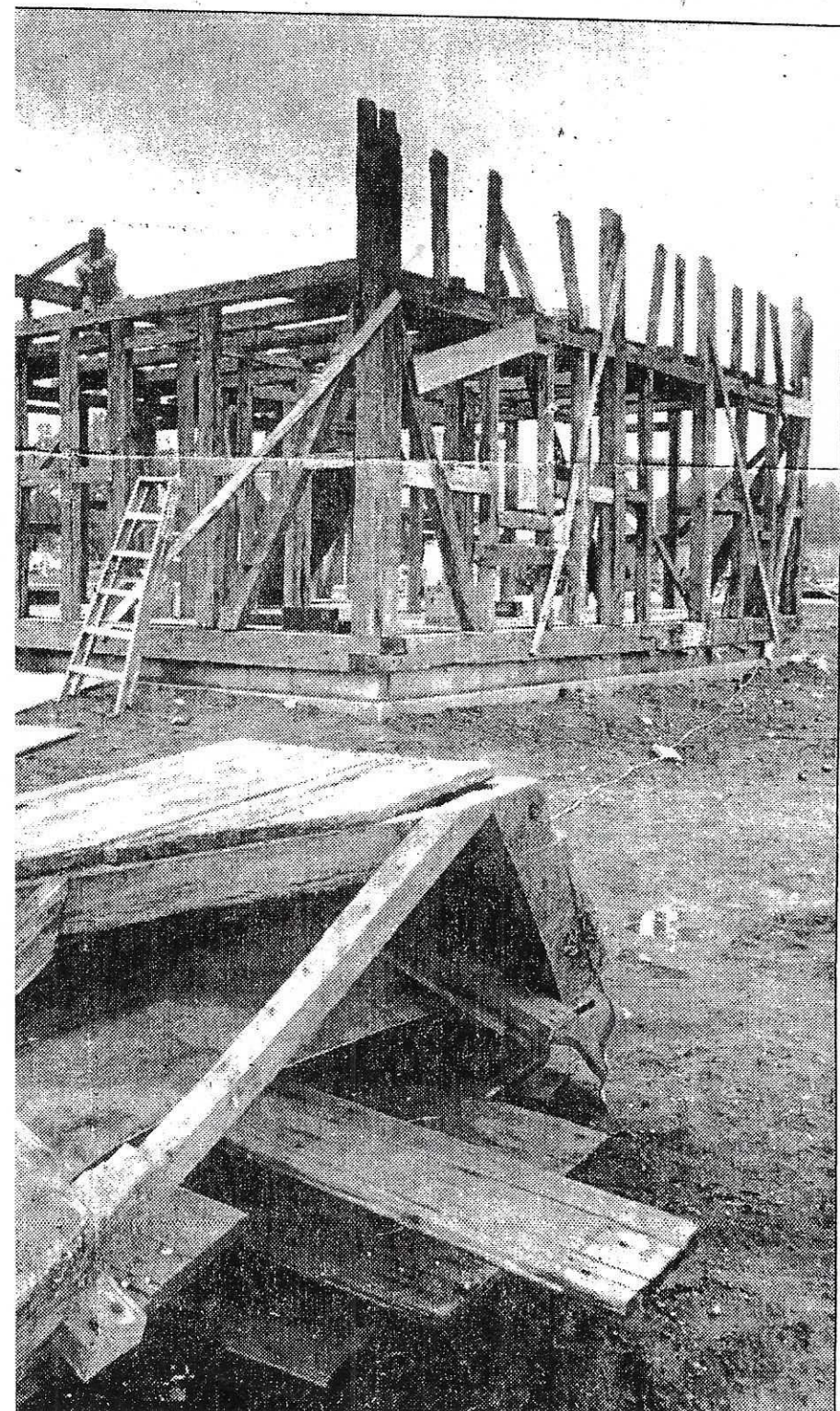
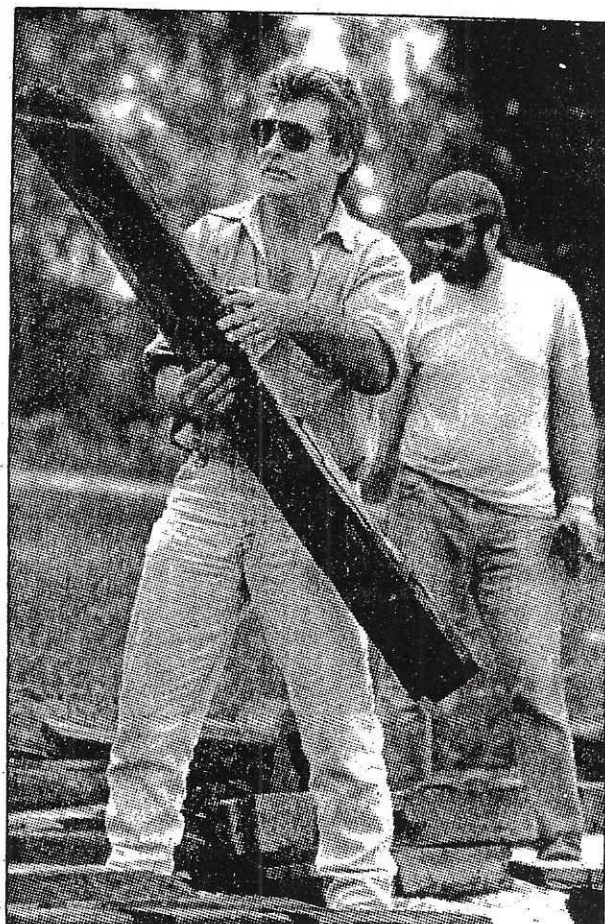
Metro

Page B1

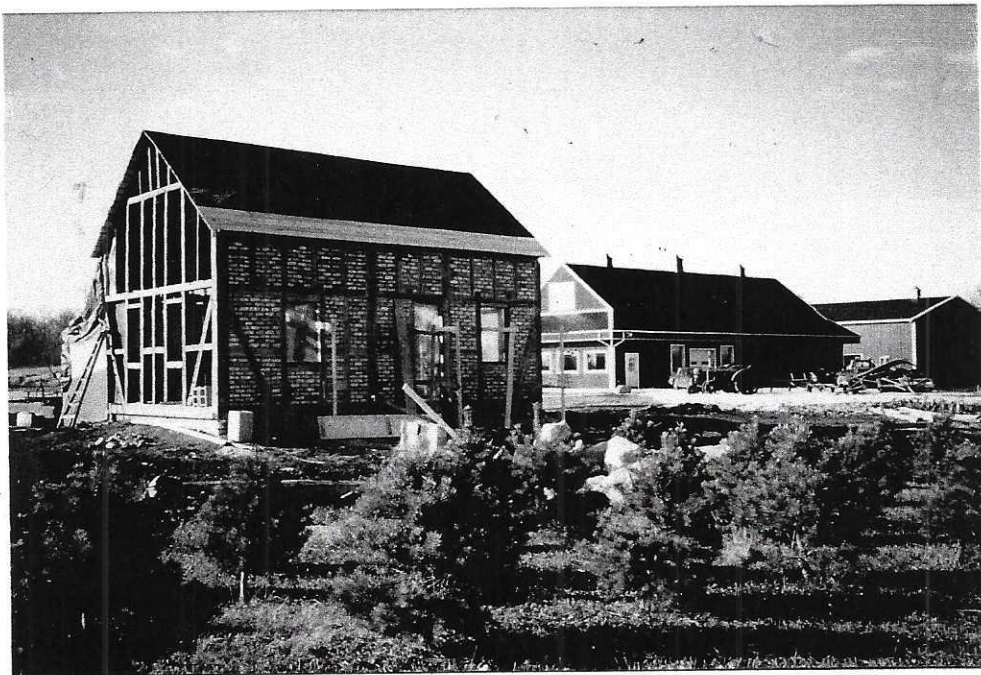
Hartford, Mequon, Port Washington, Thiensville, West Bend and their neighbors

Piecing together a bit of history

VOLUNTEERS LENT their sweat in exchange for knowledge over the weekend to help rebuild a house and barn at the Apple Works orchards at Fond du Lac Ave. and Pilgrim Road in a workshop co-sponsored by the Germantown Historical Society. The Christian Jaehnig house had been dismantled and brought to the orchard from the Manitowoc County site where it was built in 1867. Heart surgeon Dudley Johnson, owner of the orchard, plans to turn it into an educational center teaching about the apple industry and the history of the buildings. **LEFT:** Volunteers cull through the old timbers that made up the house. **BELOW:** Terry Kuhl-enbeck, of Germantown, searches for specific timbers to be used in the rafters.



VOLUNTEERS
Bob Harker, Sheboygan County Museum director, and Alan Pape, restoration consultant for Wisconsin's Ethnic Settlement Trails, fit rafters together during reconstruction of the Jeahnig house in Germantown. Pape has supervised the moving and rebuilding of 100 structures, including some at Old World Wisconsin.



EXISTING HOUSE VIEW

July 26th, 2022

First Floor

Living Room

Dining Room

Kitchen

Second Floor

Main Bedroom

Spare Bedroom

Full Bath

Washer & Dryer



Grandpa and Grandma Jaehnig's Place
Centerville Township, Manitowoc County, Wisconsin

Christian G. Jaehnig and his wife Wilhelmina came to America from Saxony, Germany in 1848. Four children accompanied them; Fredrick Ernest, Minnie, Emilie, and Henry.

Mr. Jaehnig purchased 80 acres of land in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20 Centerville Township from Christian Jacknick on October 1, 1848. Mr. Jaehnig was a farmer and a very talented carpenter. He reportedly helped build many of the heavy timber framed houses and barns found within the nearby community.

The Jaehnig's first house was a small clay straw nogged half-timbered dwelling. The oldest son, Fredrick Ernst purchased the 80 acre farm on Dec. 17, 1864 after returning from serving in the Civil War. Fredrick married Anna Katemann and had four children; Herman Ernest, Anna, Minni and Lena. Fredrick like his father, was a talented carpenter/farmer. He was also known in the community as a bone setter.

On April 17, 1867, Fredrick sold his father a small one or two acre parcel of land on the very south western corner of the farm at the "T" intersection of Saxon Road. On this parcel Grandpa Jaehnig built a small house and barn. The house is dated as 1867 from a hand written letter nailed to a south framing timber before the siding was nailed on and discovered during disassembly in 1986. The barn appears to have originally been a small thatched roof building possibly an early residence recycled into a barn by Christian Jaehnig.

The small original half-timbered house was converted into a blacksmith shop when a new large farm house was built c. 1871.

Christian and Wilhelmina lived in their "cottage" until Wilhelmina passed on. Christian then moved to Minnesota where he lived out his remaining years with his youngest son Henry.

Friedrick's oldest son, He-man, purchased the farm March 7, 1891. Then Fredrick and Anna moved into the "Grandpa and Grandma house." Herman married Lousia Havenstein and later to Matilda. Herman had six children; Ernest, Ella, Lizzia, Anna, Rudy and Alfred. Alfred was the last person to paint the grandparents house and knows most about the farm life.

The farm was sold to Ernest, the eldest son on August 7, 1919. Each generation continued the tradition of retiring to the corner house and continuing to farm and build on a smaller scale. Fredrick probably built the small workshop/chicken coop wing on to the barn. In this shop Fredrick had a work bench, tools and a foot operated lathe where he made many useful items such as furniture, broom handles, and spinning wheels.

The one or two acre plot provided everything the grandparents needed for a respectable and dignified retirement. They had one house, one cow, a large garden, orchard, well and bee yard. The arrangement of having the grandparents stay on the home farm was a tradition brought from Germany. A legal document called a "Bond of Maintenance" was instituted to allow these traditions and arrangements to continue.

Ernest Jaehnig married Helen Roehl and they had four children; Robert, Edward, Janet, and Melvin. Robert, the eldest son, married Caroline Steffin and purchased the farm September 1948. They had two children, David and Kathy. David Jaehnig purchased the farm in December 1985. David has one son Jessie who constitutes the seventh generation to work the original 80 acres.

Alan C. Pape bought the Grandpa and Grandma house and barn in 1985. They were disassembled and moved in 1986



PRESERVATION PROJECT DESCRIPTION

Name: The Christian G. Jaehnig Saxon House and Barn

Location: Original site SW $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 20 Town of Centerville, Manitowoc County, Wisconsin. Buildings are disassembled and stockpiled in barns south of Greenbush and near Cleveland

Owner: Original site David Jaehnig
Buildings Alan C. Pape

History of Project: Built in 1867 following the traditional heavy timbered framing tradition of German immigrant carpenters.

The Jaehnig farm was settled by Christian G. Jaehnig and his wife Wilhelmina in 1848. Mr Jaehnig was both a farmer and a talented carpenter who helped build numerous houses and barns in the neighborhood. Other Saxon immigrants also settled in the area. Most of the farms along South Union Road (Saxon Road) were originally from Saxony, Germany. A large half-timbered house barn still stands on the nearby Lutze farm and is listed on the National Register. In 1986, Mr. Jaehnig's old house and barn were photographed, marked, and disassembled by Alan C. Pape.

Special Significance: The Christian Jaehnig buildings represent an old world social system of elderly care. Small parcels of farm land including small houses and outbuildings were given to retiring farmers and their wives by the eldest child who took over the main farm operations. This legal arrangement was called "A Bond of Maintenance." This unique system of caring for the elderly was originated in Germany and continued in some parts of Wisconsin. This system fostered ongoing farm family ownership, and allowed the elderly a dignified and sustainable life style for as long as they wanted. Today, Town of Centerville, Manitowoc County and Town of Mosel in Sheboygan County have numerous 5th and 6th generation original farm families in evidence.

The structures demonstrate a very high quality of craftsmanship and include such unique details as "rabbeted" interior doors (the only known example in Wisconsin of this common European building tradition), original windows, decorative trim and very wide pine flooring. The barn was originally a thatched roof structure converted to wood shingles.

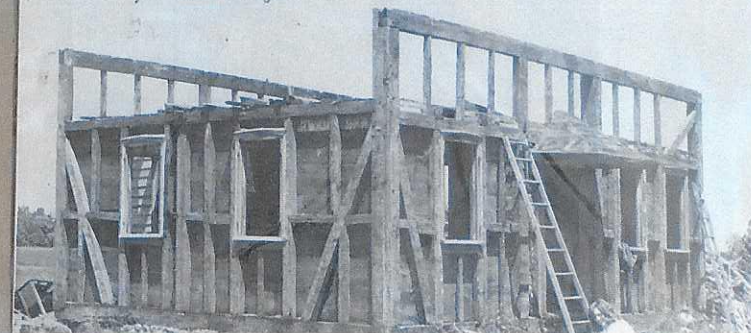
Present Condition: Fair/Good. All parts were disassembled and saved except most of the exterior siding and some rotted base timbers. Samples of deteriorated flooring in barn and house shutters were saved for sample. Chimney bricks, cellar bricks, and interior wall clay nogging were saved. Numerous detailed photographs in black and white and color slides were taken before and during disassembly.

Estimate of Restoration Cost: House \$75,000
Barn/workshop \$40,000

Recommended Period of Restoration: c.1891 when Fredrick Ernst Jaehnig and his wife Anna retired and moved into the house.

Straw & mud
used under
the plaster

A. very strong home





Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 100 ft

Measure distance

Total area: 3,364.17 ft² (312.54 m²)

Total distance: 266.42 ft (81.21 m)

Proposed New House Location

Facing South

Approximately 75-100 Ft from Rear Lot Line

Approximately 75-100 ft from North West Lot Line

Driveway to be determined at a later date

Steamboat

34'x44' Single Slope Design

Starting At: \$108,790*

Select A Design > Customize The Plan > Build Your Dream

- Shipping, engineering, sales tax not included.
- Prices subject to change.
- Renderings for visual reference only. Local codes may require different timber sizes, plates, or changes to dimensions.

*For Mortise-and-Tenon options please call Timberlyne to speak to a representative



Package Overview

Energy Efficient. Bigger Timbers. Flexible Designs.

- 2 Bedroom, 2 Bathroom
- 1,275 sq. ft. Main Floor
- 220 sq. ft. Patios
- 8x8 (and larger) post and beam frame with steel plate joinery
- Timbers precision cut with state-of-the-art CNC machine
- Design revisions (Add length, swap accessories, change floor plan)
- Pre-cut jumbo R-42 SIPs for energy efficiency and quicker install
- Superior sealed enclosure with exposed timbers



Standard Options

Package Includes:

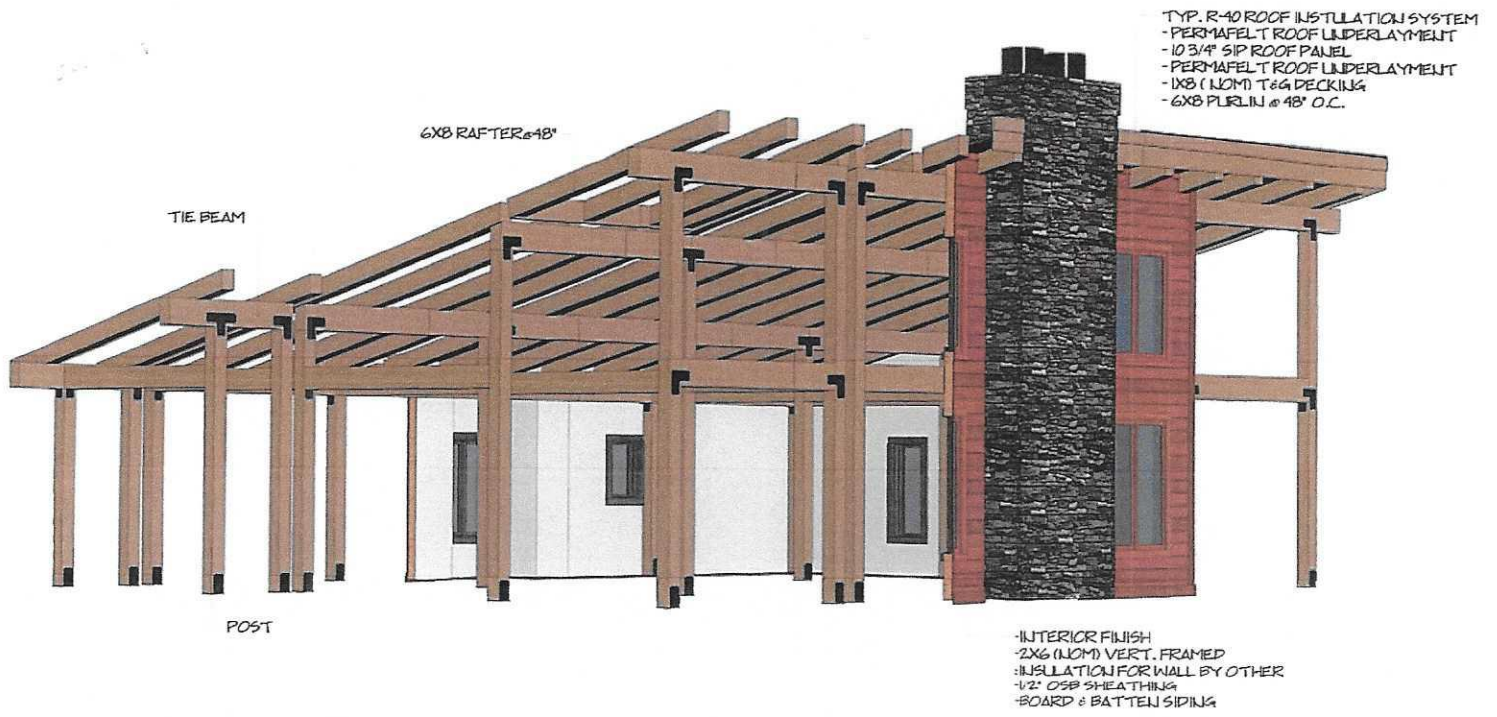
- Frame: 8x precision-cut timbers, powder-coated steel joinery
- Walls: 2x6 vertical framing, sheathing, house wrap, KD pine siding: 1x10 board, 1x4 batten
- Roof: 6x8 purlins, 1x8 T&G roof decking, roof underlayment
- Roof insulation: R-42 SIP package
- Porch: 6x8 purlins, 2x6 T&G roof decking, roof underlayment
- Structural building plans & foundation plans
- Construction guide and phone support

Not Included:

- Final roofing material, residential doors, windows
- Interior walls, wall insulation, interior finishing
- HVAC, plumbing, and electrical
- Site prep, foundation, utility hookups
- Installation

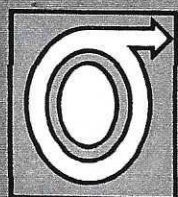
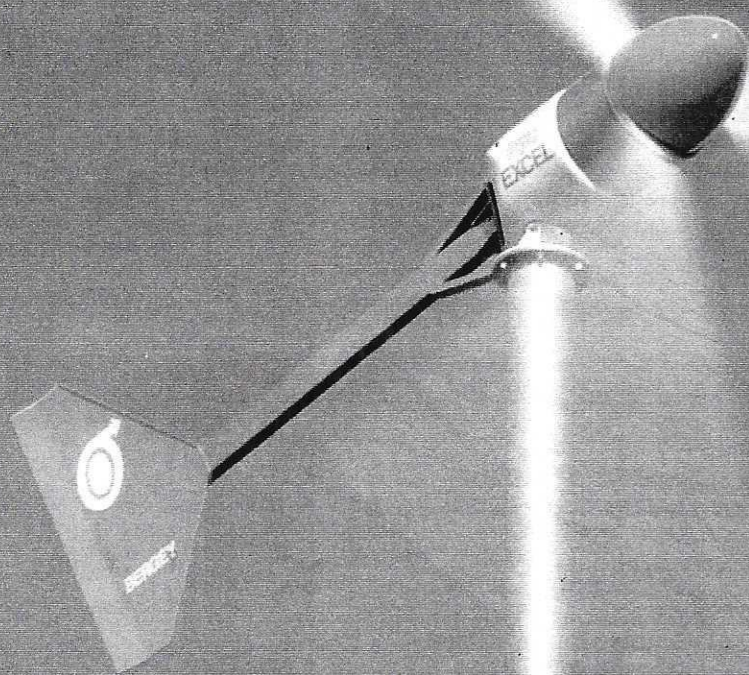


Timberlyne Steamboat Main Floor Plan



Timberlyne Steamboat Cutout

How to make money with the wind.



**BERGEY
WINDPOWER**

Its rotor facing the wind, the Bergey EXCEL windpower generator produces power and money for you with every breeze.

“” Testimonials.

“I installed my Bergey 10 kW in 2001. I haven’t paid an electric bill since and the turbine has paid for itself. It’s the best investment I ever made.” G. Sansone, Oak Hills, CA

“I replaced a broken Whirlwind Power turbine with a Bergey 10 kW in 1988. I should have bought the Bergey in the first place.”

R. Bohl, Phillipburg KS

“My first Bergey 10 kW installation has operated for over 26 years with insignificant maintenance costs and has had a 100% availability factor. It couldn’t be more reliable.”

S. Chase, Shokan NY.

“I made a big mistake when I used a Chinese turbine with an American sounding name. It just didn’t hold up. What a difference in the Bergey equipment.” S. Jackson, Chico, CA

⚙ Specifications.

Reference Rated Power: 10 kW
 AWEA Rated Power: 8.9 kW at 25 mph
 AWEA Rated Annual Energy: 13,800 kWh at 11 mph average
 AWEA Rated Sound Level: 42.9 dBA
 Cut-in Wind Speed: 5 mph
 Cut-out Wind Speed: none
 Peak Power: 12.6 kW at 28 mph
 Max. Design Wind Speed: 134 mph
 Design Operating Life: 30-50 years.
 Turbine Rotor Diameter: 23 ft



Buying a Bergey turbine.

The best candidates for a Bergey 10 kW wind turbine are those with a residential or commercial property of at least 1 acre, an electric bill averaging over \$150 per month, and a wind resource of at least 10 mph. Each project is a little different so a site survey and quotation are necessary. The typical steps in buying a Bergey wind turbine are:

1. Contact a local Bergey dealer. For assistance, see the Dealer Lists page at www.bergey.com.
2. Purchase a site survey from the dealer. Following the survey you will receive a quotation and a projection of performance and payback.
3. Purchase the system. Your Bergey dealer will apply for the necessary permits and available rebates, contact your utility company, get your Bergey wind equipment shipped, and provide you with a preliminary schedule for the work at your home or business.
4. Once the permits and equipment are in hand, your Bergey dealer will schedule your installation. This will involve several visits for foundations, wiring, and turbine installation.

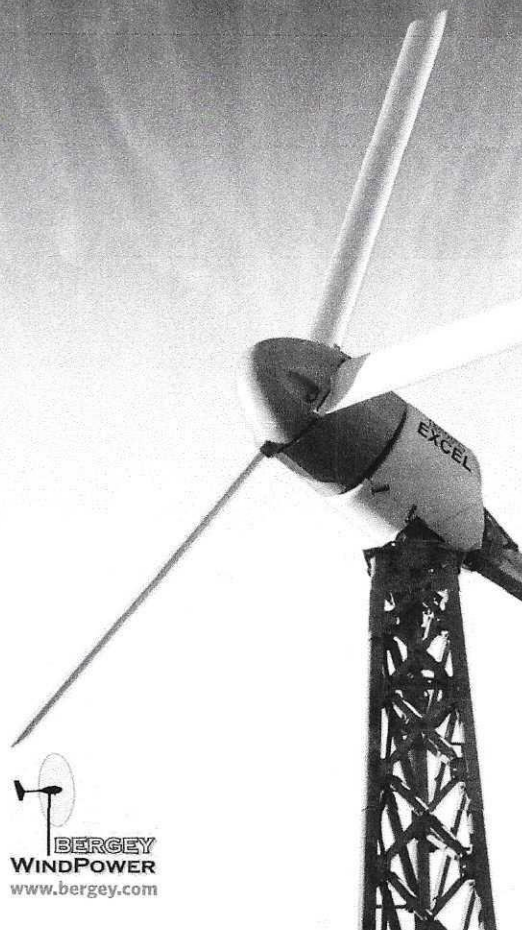
Typically, getting the permits to install the 80 - 140 ft towers we recommend is the biggest obstacle you and your BWC dealer will face. Few cities or counties have ordinances that favor small wind turbines.

For information on the permitting issues we recommend the DWEA ordinance guide at: distributedwind.org/zoning-resource-center

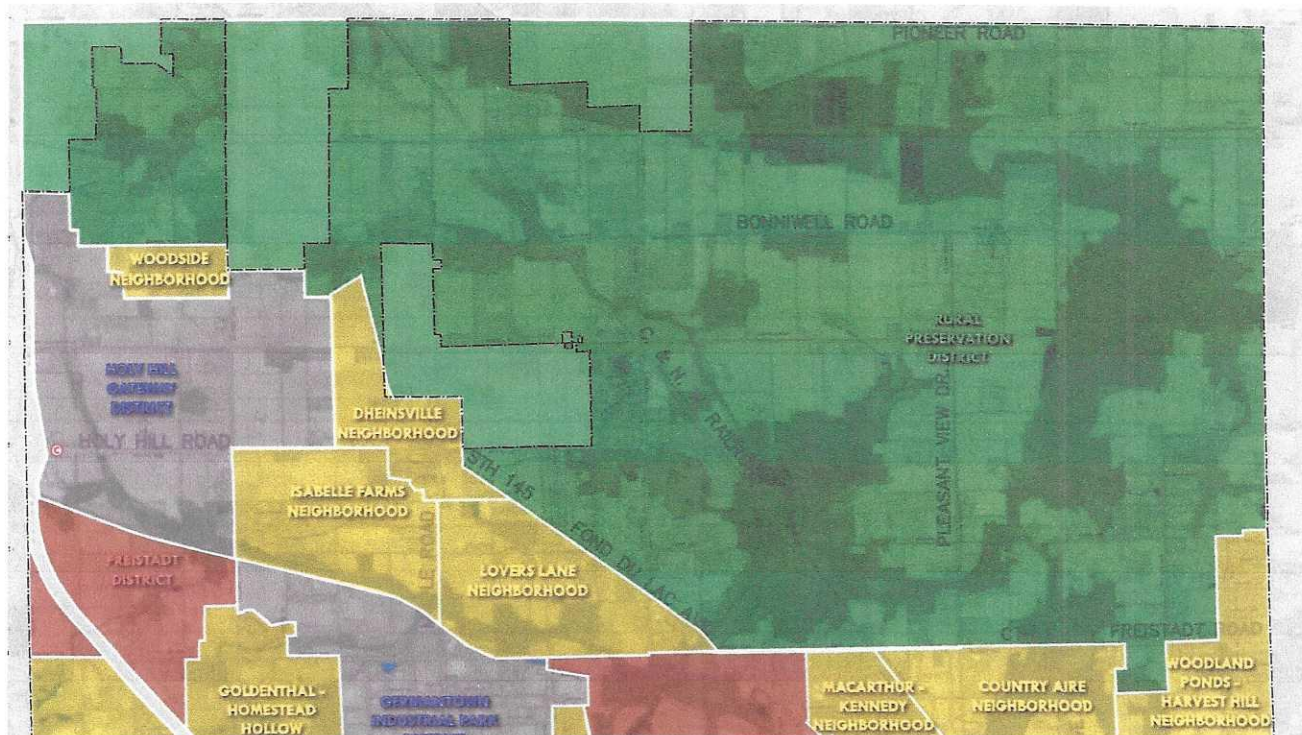
You will also find additional information at: www.bergey.com

Power your dream
 with the wind

EXCEL 10



Rural Preservation District



GENERAL CHARACTER

The Rural Preservation District includes the majority of land outside of the sewer service area in the northern portion of the village. Nearly 1/3 of the total area includes environmental corridors. The remaining land is either working agricultural land or low-density residential.

SPECIAL FEATURES

Transportation The Rural Preservation District is generally bounded by Pioneer Road to the north, Wasaukee Road to the east, Freistadt Road to the south, and CN Railroad to the west. The District also includes land west of CN Railroad north of Bonniwell Road.

Environmental, Natural & Agricultural The headwaters of the Menomonee River are within the district along with Little Cedar Creek.

Public Park, Education, Safety & Utility Wilderness Park is located in the district.

PREFERRED FUTURE LAND USE

Rural Preservation District

Preferred Future Land Uses											Enviro Corr.	SSA	Preferred Site Design			Maximum Density (residential uses)	
Existing Uses (+ existing non-conforming zoning)											Contains an Environmental Corridor?	Sewered? (Y/N/Partial)	Traditional Neighborhood Suburban Subdivision Conservation Subdivision**			Dwelling Units / Acre	
Residential: Single Family																	
Residential: Two to Four Family																	
Residential: Multi-family / Senior																	
Mixed-Use: Commercial / Residential																	
Mixed-Use: Commercial / Industrial																	
Commercial (Includes "Activity Centers")																	
Institutional																	
Open Space & Recreational																	
Mineral Extraction																	
Industrial																	
Agricultural / Hobby Farming / Agribusiness																	
A	A	u	u	u	u	u	A	D	A	u	D	Yes	No	U	U	D	see NOTE 1

The Rural Preservation District is intended to primarily contain agricultural and open space uses. In order to retain the rural character of the district, the allowance for new non-form residential uses is limited to (1) the development of residential subdivisions as a conservation subdivision at a density of 1 unit/5 acre; or (2) single-lot CSM development to a density of 1 unit/20-acre.

This residential development policy replaced the previous 5-acre density and lot size policy in an effort to better preserve the rural character, appearance, and quality of life in the district. It is intended that the Village will adopt a new set of "conservation subdivision design" regulation in the Zoning Code based on a density of 1 unit/5 acres, a minimum open space requirement of 40-60%, and a minimum lot size of 1.0 acres.

D = Desirable – These uses should be encouraged because they are consistent with, support, and enhance the desired character of the area.

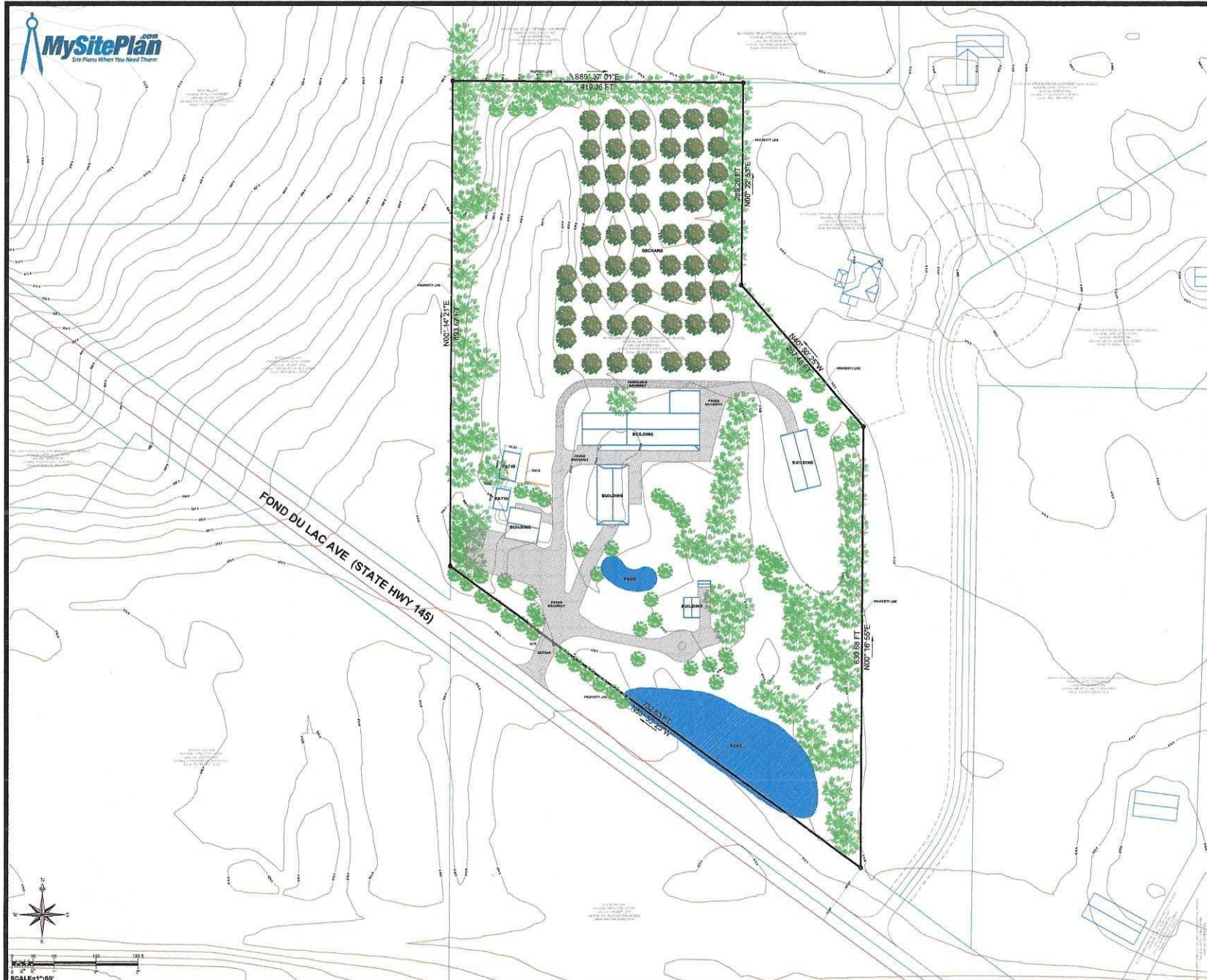
A = Allowable – These uses are generally considered appropriate for the area, but may require additional consideration and/or specific modification or developed features to be compatible with other uses in the area.

u = Undesirable – These uses should not be encouraged but may still be acceptable for the area under special circumstances.

NOTE 1: "Rural Preservation" District:

1 unit/ 20 acres (4 or fewer CSM lots)

1 unit/ 5 acres with Conservation Subdivision (5 or greater lots subdivided)



VICINITY MAP

EXISTING SITE PLAN

W179N12536 FOND DU LAC AVE
GERMANTOWN, WI 53022
PARCEL #:GTNV-161976
AREA:470,884.00 sqft (10.81 acres)

W179N12536 FOND DU LAC AVE GERMANTOWN, WI 53022
PARCEL #:GTNV-161976
AREA:470,884.00 sqft (10.81 acres)

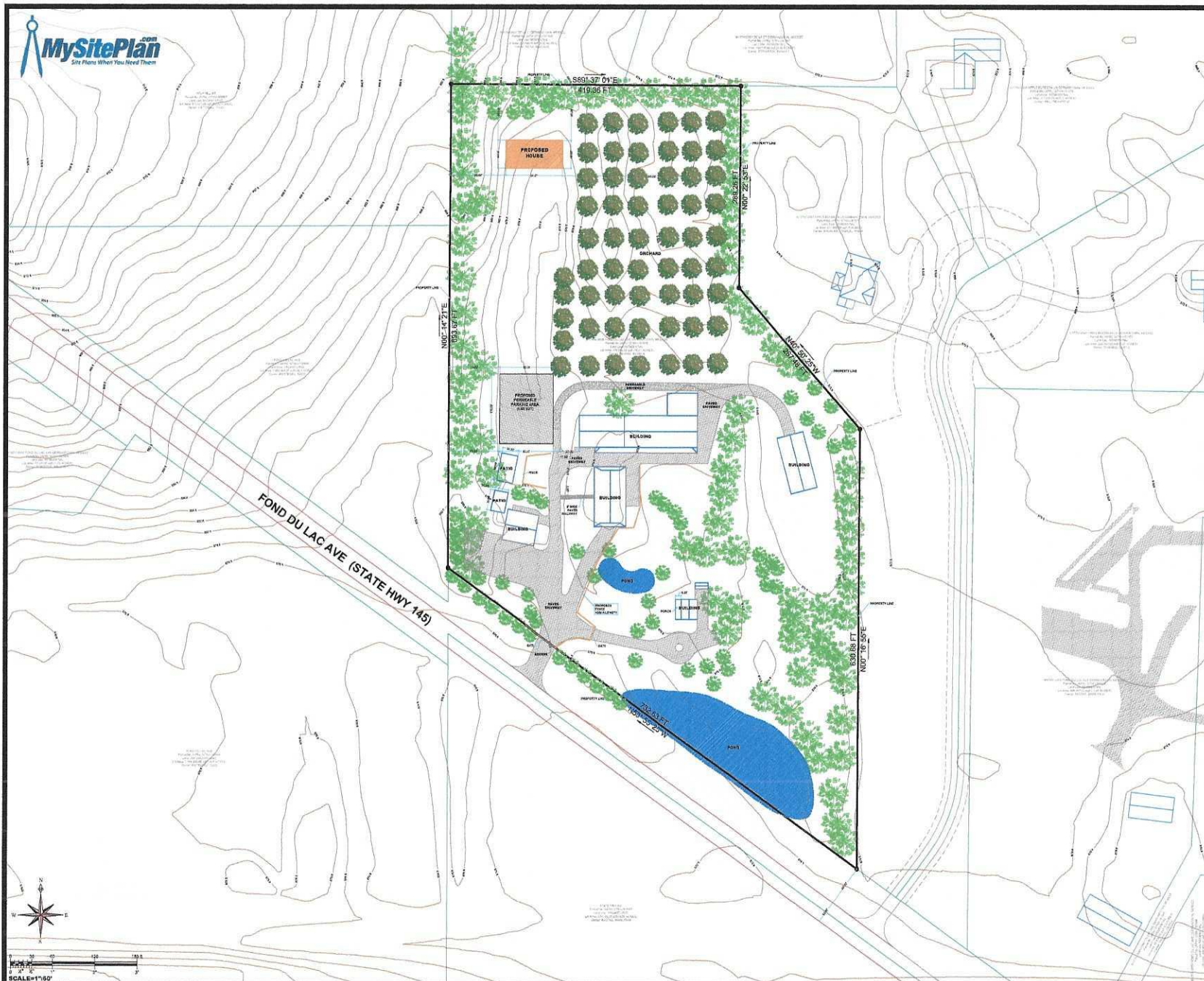
LEGAL INFORMATION:PT OF W1/2 NE CSM 5843 LOT 4 DOC
934451
SUBDIVISION: -
LEGAL LOT: 4 LEGAL BLOCK: -
ZONING: A2
LAND USE CATEGORY: AGRIBUSINESS
LAND USE DESCRIPTION: SINGLE FAMILY RESIDENCE
OWNER NAME: BEHNKE, KEVIN H
OWNER ADDRESS:
W179N12536 FOND DU LAC AVE GERMANTOWN, WI 53022

DESIGNED BY:



REVISION #:	SHEET #:
1	1

SCALE:1"=60'
DATE: AUGUST 2, 2022



VICINITY MAP

PROPOSED SITE PLAN

W179N12536 FOND DU LAC AVE
GERMANTOWN, WI 53022
PARCEL #:GTVN-161976
AREA:470,884.00 sqft (10.81 acres)

W179N12536 FOND DU LAC AVE GERMANTOWN, WI 53022
PARCEL #:GTVN-161976
AREA:470,884.00 sqft (10.81 acres)

LEGAL INFORMATION:PT OF W1/2 NE CSM 5843 LOT 4 DOC
934451
SUBDIVISION: -
LEGAL LOT: 4 LEGAL BLOCK: -
ZONING: A2
LAND USE CATEGORY: AGRIBUSINESS
LAND USE DESCRIPTION: SINGLE FAMILY RESIDENCE
OWNER NAME: BEHNKE, KEVIN H
OWNER ADDRESS:
W179N12536 FOND DU LAC AVE GERMANTOWN, WI 53022

DESIGNED BY:



SCALE:1"=60'
DATE: AUGUST 2, 2022

REVISION #:	SHEET #:
1	2



Village of Germantown
 N112 W17001 Mequon Road
 Germantown, WI 53022
 262-250-4760 / Fax 262-253-8255

PERMIT H00224
 TAX KEY _____

Heating, Ventilation & Air Conditioning Permit Application

☐ One & Two Family ☐ Multi-Family ☒ Commercial

Project Address: <u>W179 N12536 FORD DULAC AVE</u>		Date: <u>7/15/21</u>	
Owner: <u>KEVIN H BEHNKE</u>		Owner Telephone: <u>262-677-1857</u>	
Description of Work: <u>FURNACE REPLACEMENT/UPGRADE</u>		Estimated Cost of Job: <u>16,000.00</u>	
HVAC Contractor: <u>J. WERNER HEATING INC</u>		Contractor Email: <u>INFO@JWERNERHEATING.COM</u>	
Address: <u>W188 N11261 MAPLE RD.</u>		Contractor Phone: <u>262-253-6969</u>	
City, State, Zip: <u>GERMANTOWN, WI 53022</u>		HVAC Contractor No. & Exp. <u>#3154 4/7/22</u>	
Electrical Contractor: <u>D.L. DOULASS ELECTRIC LLC</u>		Electrical Contractor Phone: <u>414-617-9937</u>	
Make and Model of Furnace: <u>ARMSTRONG</u> BTU's <u>110 BTU</u>		Make and Model of Air Conditioner: _____ Tonnage <u>2.5</u>	
Unit #1 <u>A95UH110D20S</u> 5 TON AIR		Unit #1 <u>MINI-SPLIT</u> Tonnage <u>2.5</u>	
Unit #2 _____ BTU's		Unit #2 <u>MINI-SPLIT</u> Tonnage <u>2.5</u>	

SCHEDULE OF INSPECTION FEES

NEW BUILDING, REPLACEMENT AND MODIFICATIONS OF HEATING & AIR CONDITIONING EQUIPMENT AND MISC. ITEMS

Gas, Oil, Or Alternative Fuel Furnace and Boiler	Count	Rate	Fee
One & Two Family -1st 150,000 BTU		\$ 50.00	
Commercial -1st 150,000 BTU	<u>1</u>	\$ 50.00	<u>50</u>
Each Addtl 50,000 BTU Or Fraction Thereof		\$ 15.00	
Maximum Per Unit		\$ 750.00	
Air Conditioning			
One & Two Family -1st 3 TONS		\$ 50.00	
Commercial -1st 5 TONS	<u>1</u>	\$ 50.00	<u>50</u>
Each Addtl 1 TON Or Fraction Thereof	<u>5</u>	\$ 15.00	<u>75</u>
Maximum Per Unit		\$ 750.00	
Fireplace & Wood Burning Stoves (\$50.00 + \$30.00 Plan Exam)		\$ 80.00	
Misc. (Exhaust Fans: Bathroom, Kitchen, Radon Mitigation, etc.)	<u>3</u>	\$ 10.00/\$1000	<u>30</u>
Commercial/Industrial Exhaust Hoods & Exhaust System (500 CFM & Up)		\$ 100.00	
Heating & A/C Distribution Systems (Ductwork) PER 100 S.F. OF AREA HEATED OR AIR CONDITIONED (<u>2880</u> sq. ft. divided by 100 = <u>28.8</u>)	<u>28.8</u>	\$ 1.00/\$50 Min.	<u>50</u>
Commercial/Multi-Family Plan Exam Fee		\$ 60.00	
Re-inspection Fee		\$ 50.00	
Double Fees For Work Started Before Obtaining a Permit			
MINIMUM FEE	Subtotal	(BLD) \$50.00	<u>255</u>
TECHNOLOGY FEE (Note: 1 technology fee per permit)	(TMF)	3.00	3.00
Commercial or buildings housing over two families shall have state approved heating plans with this application.	TOTAL PERMIT FEE		\$ <u>258</u>

By signature below, the applicant agrees to comply with the Village of Germantown Ordinances and with all conditions attached to this permit and understands that the issuance of this permit creates no legal liability, express or implied on the Village or Inspector and certifies that the above information is accurate. Inspections are required before any work is concealed, completed and prior to Occupancy or use. Please have permit number and address when requesting inspections. Please give at least 24 hours notice.

Signature of Applicant: _____

Date: 7/15/21

Permit Issued By _____

July 22, 2021

Date

Inspection Result for 21GRM-E00319

~~no-reply~~@noreply.communitycore.com <no-reply@noreply.communitycore.com>

Mon 3/21/2022 1:35 PM

📎 1 attachments (15 KB)

2021-04-30_15-58-39.jpg;

Village of



Germantown

Please find below the results of your recent building permit inspection(s):

21GRM-E00319

Permit type: Electrical Permit

Inspection Performed: 3/21/2022

Inspection performed by: Brian Austin, (262) 328-7638

Property Address

W179N12536 West Fond Du Lac Avenue,

Germantown, WI 53022

Property Owner: KEVIN BEHNKE, (262) 677-1857

Applicant: KEVIN BEHNKE, (262) 677-1857

relaxedkhb@hotmail.com

Subdivision:

Contractors:

Electric: DL DOUGLASS ELECTRIC LLC, dan_douglasselectric@yahoo.com ,

Result: Passed

Inspection: Rough Electric

Description:

Inspection Notes:

Inspection Photos/Files:

File

Notes

Result: Passed

Inspection: Final Electric

Description:

Inspection Notes:

Inspection Photos/Files:

File

Notes

APPROVED

TYPE OF INSPECTION Final Elec

DATE OF INSPECTION 8-21-22

B.A.
CODE OFFICIAL

LOT OR PERMIT NUMBER

From: no-reply@noreply.communitycore.com
Sent: Monday, March 21, 2022 1:47 PM
Subject: Inspection Result for 21GRM-B00119

Village of



Germantown

Please find below the results of your recent building permit inspection(s):

21GRM-B00119

Permit type: Commercial Alteration

Inspection: Final Building

Result: Failed - Code Violation

Property Address

W179N12536 West Fond Du Lac Avenue,

Germantown, WI 53022

Property Owner: KEVIN BEHNKE, (262) 677-1857

Applicant: KEVIN BEHNKE, (262) 677-1857

relaxedkhb@hotmail.com

Inspection Performed: 3/21/2022

Inspection Performed By: Allan Schmuck, (262) 263-8550

Description:

Inspection Notes:

- Clothes off open gap at the end of the guard rail upstairs. Install three grab bars in each bathroom. Fix two emergency exit lighting

Subdivision:

Contractors:

Inspection Photos/Files:

File Notes

From: no-reply@noreply.communitycore.com

Sent: Monday, March 21, 2022 1:47 PM

Subject: Inspection Result for 21GRM-P00160

Village of



Germantown

Please find below the results of your recent building permit inspection(s):

21GRM-P00160

Permit type: Plumbing Permit

Inspection: Final Plumbing

Result: Passed

Property Address

W179N12536 West Fond Du Lac Avenue,

Germantown, WI 53022

Property Owner: KEVIN BEHNKE, (262) 677-1857

Applicant: KEVIN BEHNKE, (262) 677-1857

relaxedkhh@hotmail.com

Inspection Performed: 3/21/2022

Inspection Performed By: Allan Schmuck, (262) 263-8550

Description:

Inspection Notes:

Existing Sewer

Existing Water

EXISTING STATE APPROVED 36'x80' PLAN
#91-05-1477A

CONDITIONALLY APPROVED
VILLAGE OF GERMANTOWN
INSPECTION DEPARTMENT

BY [Signature]
DATE 4-19-2021

ADA Bathroom
65" x 86" Inside
Measurements
Quantity: 2
Out Swing Doors

ADA Bathroom #1
1 Toilet / 1 Sink

ADA Bathroom #2
1 Toilet / 1 Sink

Floor Drain
Mope Sink

WATER HEATER

SINKS

Bar Hook-up

Hand Wash Sink

Hand Wash Sink

High Temp
Dishwasher

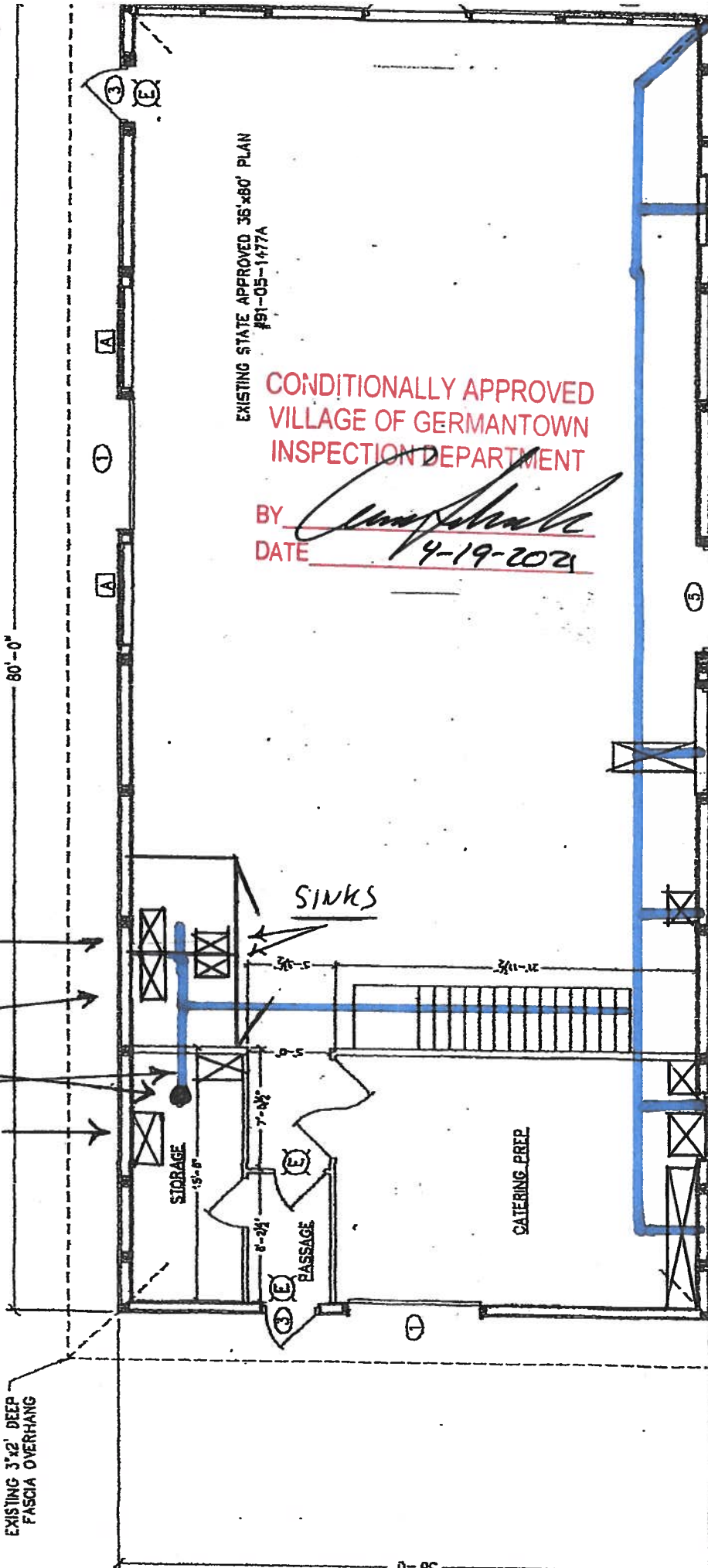
3 Compartment
Sink

EXISTING 3'x2' DEEP
FASCIA OVERHANG

CATERING PREP

PASSAGE

STORAGE





NoiseAware Graphs:

The Signature Collection



NRS CONVERSION TABLE

Noise Risk Score:	Decibel Range:	As Loud As (from 1ft away):	As Loud As (from 50ft away):
0 NRS	0-40 dB	Outer Space	Ticking Clock
10 NRS	40-60 dB	Hummingbird	Singing in the Shower
20 NRS	60-68 dB	Gentle Breeze	Max Radio Volume
30 NRS	68-73 dB	Polite Conversation	Garbage Truck
40 NRS	73-75 dB	Laughter	Symphony Orchestra
50 NRS	75-77 dB	Barking Dog	Firetruck Siren
60 NRS	77-79 dB	Washing Machine	Marching Band
70 NRS	79-84 dB	Saxophone Solo	Shotgun Firing
80 NRS	84-92 dB	Lawnmower	Carpool Carpool Karaoke
90 NRS	92-112 dB	Jackhammer	Fireworks
100 NRS	112+ dB	Jet Engine	NASA Launch

*EPA's proposed Safety and Health Administration noise regulations define maximum PdB levels for work days.

*Hearing damage occurs with exposure longer than one hour.

*Hearing damage occurs with exposure longer than one minute.

Was this article helpful?

✓ Yes

✗ No

26 out of 36 found this helpful

Have more questions? Submit a request

Support

- LIVE EVENTS
- EVENTS HISTORY
- PROPERTIES
- INTEGRATIONS
- ORGANIZATION
- BILLING

6/11/22

Apple Works Winery

📍 Germantown, Germantown WI 53022 🏠 5000 SQ FT 📶 125 Max Occupancy

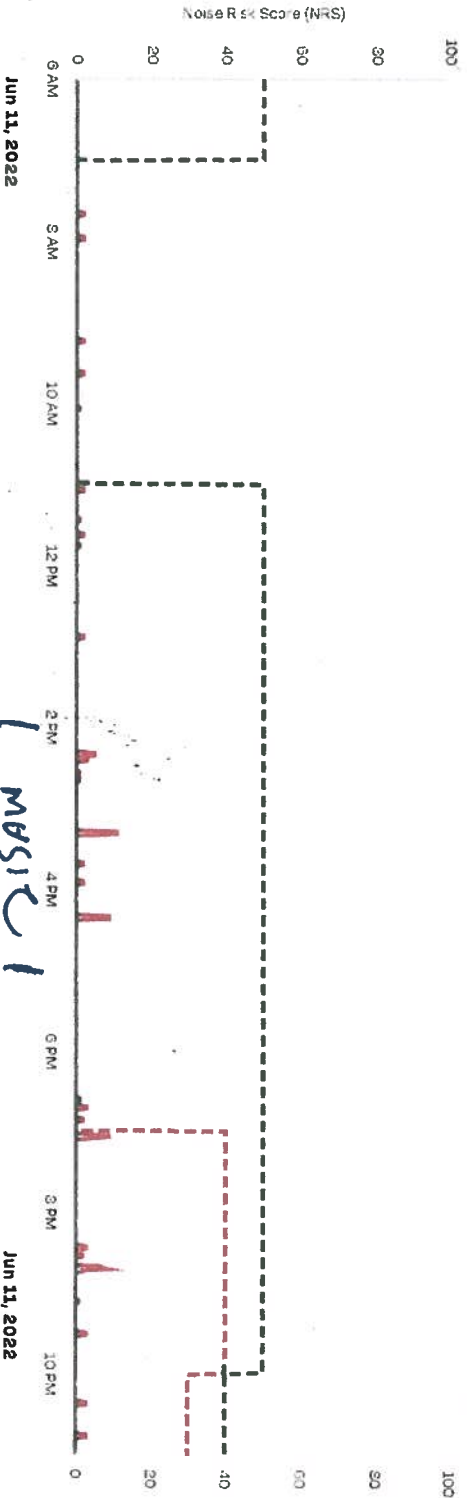
ID: 52460

Jun 11, 2022 - Jun 11, 2022

🔄 REFRESHED 0 MINUTES AGO

Rear Storage Lot
INDOOR SENSOR OUTDOOR SENSOR OUTDOOR SENSOR

Noise Event Disconnect Event  Alert Sent  Noise Level  Threshold



Occupancy

Elevated

Vacant

6:00 AM 7:12 AM 8:24 AM 9:36 AM 10:48 AM 12:00 PM 1:12 PM 2:24 PM 3:36 PM 4:48 PM 6:00 PM 7:12 PM 8:24 PM 9:36 PM 10:48 PM

Get the Apple Works Winery App on the App Store

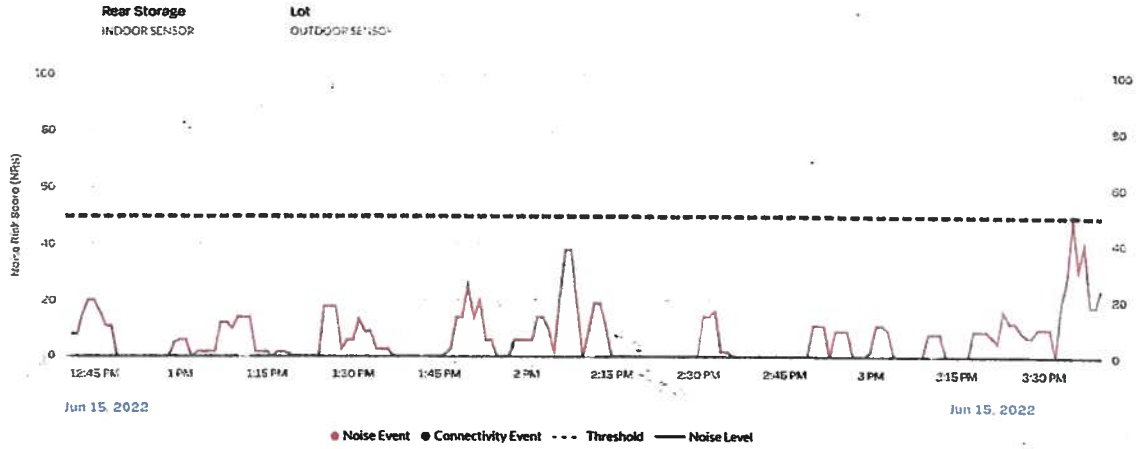
- 12/15/2021
- 12/15/2021
- 12/15/2021
- 12/15/2021
- 12/15/2021
- 12/15/2021

Apple Works Winery

Germantown, Germantown WI 53022 5000 SQ FT 125 Max Occupancy

ID: 52466

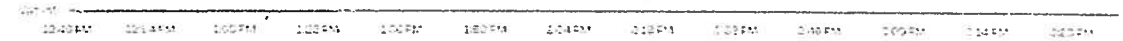
REFRESHED 0 MINUTES AGO



Occupancy

WINERY NOT OPEN

MANAGE OCCUPANCY ALERTS



SENSORS

EVENTS



Rear Storage

INDOOR

ONLINE

Weak Signal



Lot

OUTDOOR

ONLINE

Fair Signal



ID: 52460

5000 SQ FT

125 Max Occupancy

 REFRESHED 0 MINUTES AGO

**Rear Storage
INDOOR SENSOR**

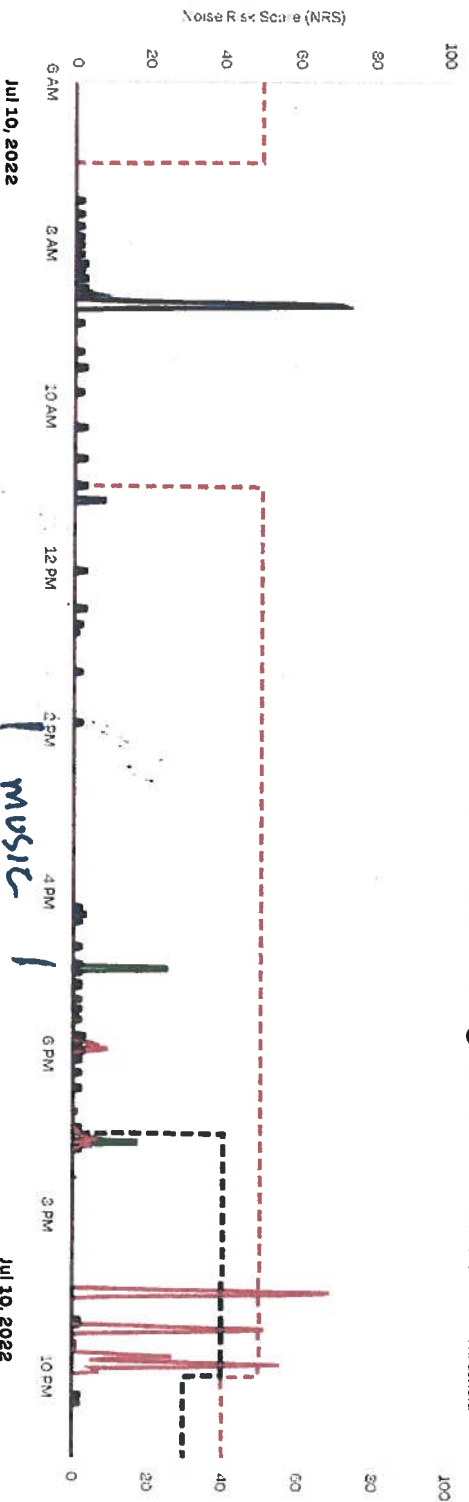
Lot
OUTDOOR SENSOR

 Disconnect Event

0

— Noise Level - - - Threshold

Threshold



Occupancy

Elevated

MANAGE OCCUPANCY ALERTS

Vacant

3:00 AM	7:12 AM	3:24 AM	9:36 AM	10:48 AM	12:00 PM	1:12 PM	2:24 PM	3:36 PM	4:48 PM	6:00 PM	7:12 PM	8:24 PM	9:36 PM	10:48 PM
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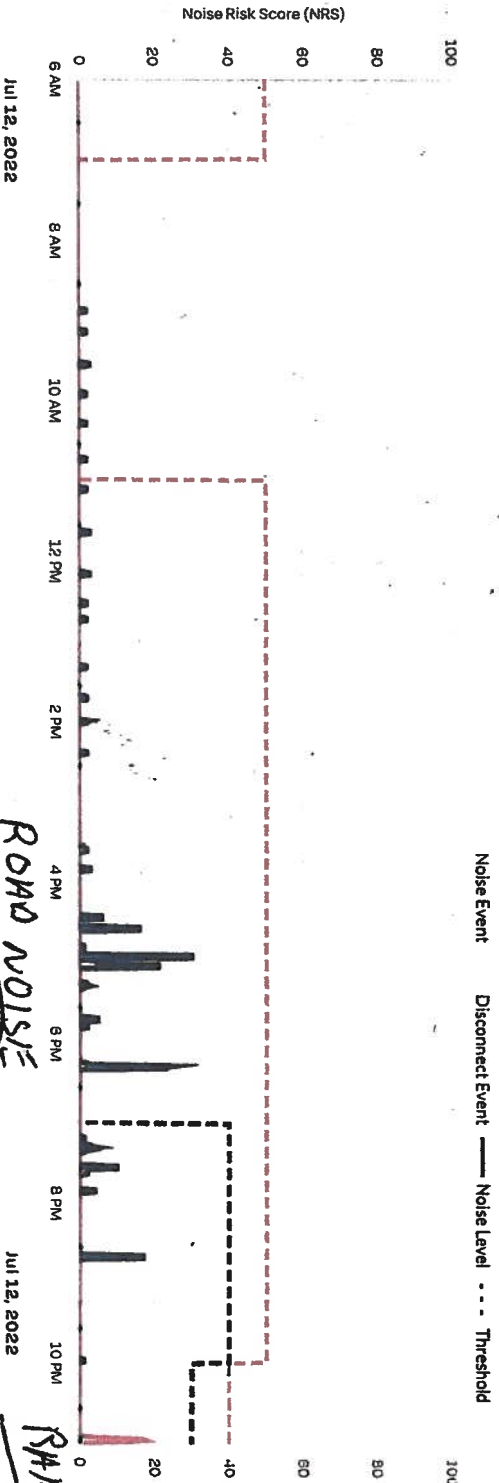
Apple Works Winery

ID: 52460

Germantown, Germantown WI 53022 5000 SQ FT 125 Max Occupancy

REFRESHED 0 MINUTES AGO

- LIVE EVENTS
- EVENTS HISTORY
- PROPERTIES
- INTEGRATIONS
- ORGANIZATION
- BUILDING



Occupancy



7/12/22

CURRENTLY NOT OPENED HISA + I SITTING ON PATIO



- LIVE EVENTS
- EVENTS HISTORY
- PROPERTIES
- INTEGRATIONS
- ORGANIZATION
- BILLING

7/16/22

Apple Works Winery

Germantown, Germantown WI 53022 5000 SQ FT 125 Max Occupancy

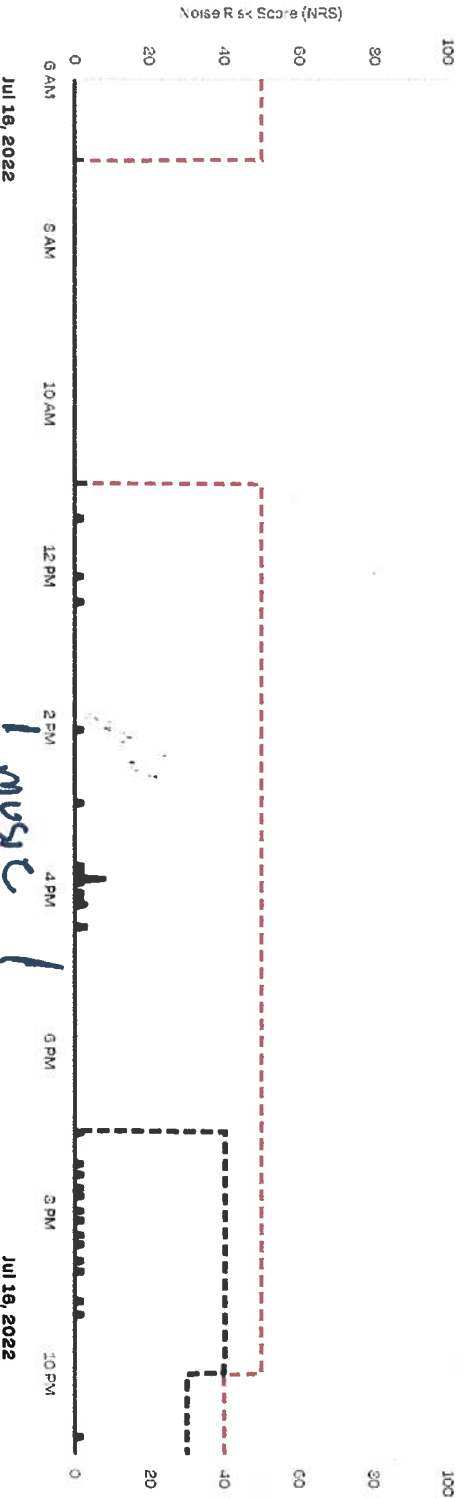
ID: 52460

Jul 16, 2022 - Jul 16, 2022

REFRESHED 0 MINUTES AGO

Lot#2
OUTDOOR SENSOR
Rear Storage
INDOOR SENSOR
Lot
OUTDOOR SENSOR

Noise Event Disconnect Event Alert Sent Noise Level Threshold



Occupancy

MANAGE OCCUPANCY ALERTS

100% SENSITIVE TO NOISE CORRELATION (NRS)

LIVE EVENTS

EVENTS HISTORY

PROPERTIES

INTEGRATIONS

ORGANIZATION

BILLING

7/25/22

Apple Works Winery

German town, Germantown WI 53022 5000 SQ FT 125 Max Occupancy

ID: 52460

Jul 25, 2022

REFRESHED 0 MINUTES AGO

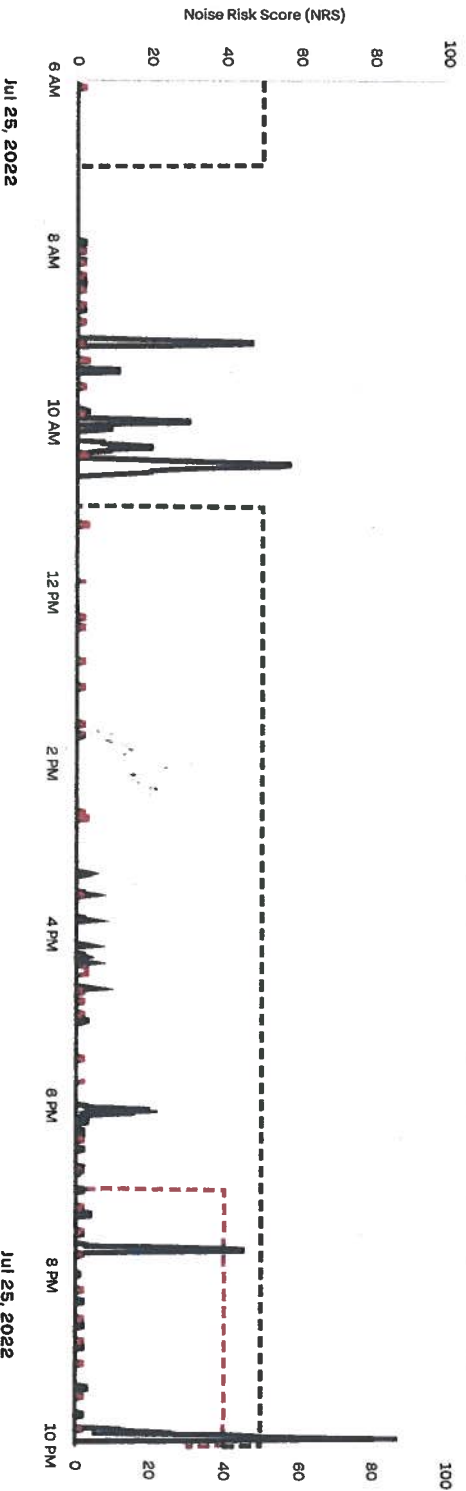
Rear Storage
INDOOR SENSOR

Lot
OUTDOOR SENSOR

Lot#2
OUTDOOR SENSOR

Noise Event

Disconnect Event — Noise Level - - - Threshold



Occupancy

Elevated

winery lot over

MANAGE OCCUPANCY ALERTS

Vacant

6:00 AM	7:06 AM	8:12 AM	9:18 AM	10:24 AM	11:30 AM	12:36 PM	1:42 PM	2:48 PM	3:54 PM	5:00 PM	6:06 PM	7:12 PM	8:18 PM	9:24 PM
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GET FULL PRACTICE YOUR OWNERSHIP RIGHTS



APPLE WORKS WINERY

Apple Works Winery

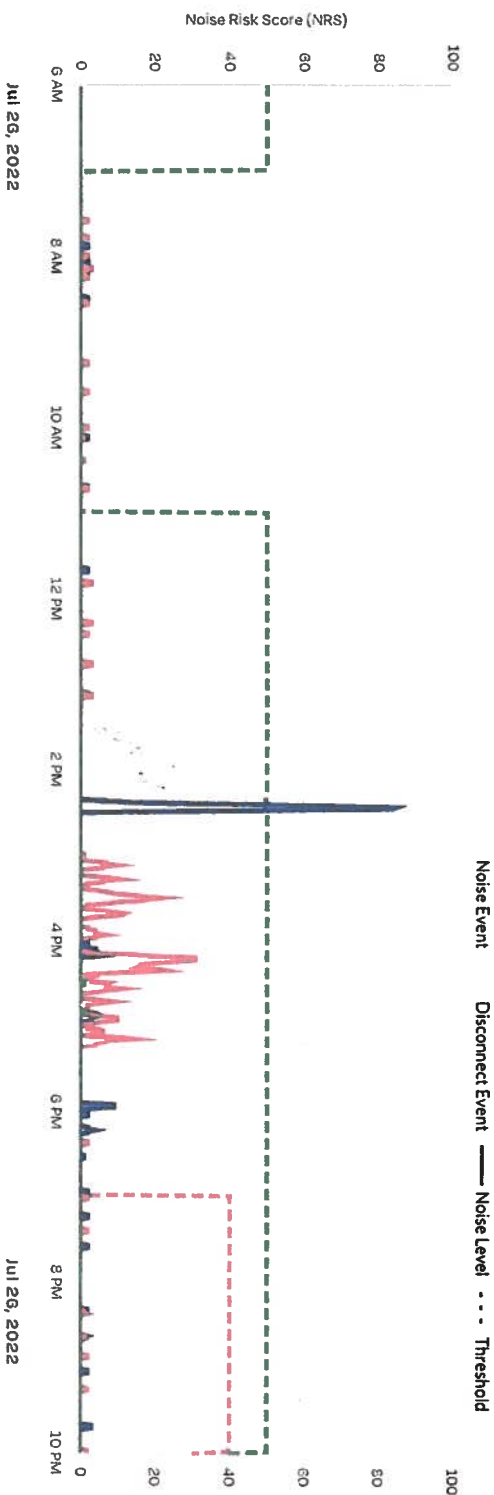
ID: 52460

📍 Germantown, Germantown WI 53022 🏠 5000 SQ FT 📶 125 Max Occupancy

Jul 26, 2022 and Jul 27, 2022

🔄 REFRESHED 0 MINUTES AGO

Rear Storage
INDOOR SENSOR Lot
OUTDOOR SENSOR Lot#2
OUTDOOR SENSOR



Occupancy

winery NOT OPEN

MANAGE OCCUPANCY ALERTS

Elevated

Vacant

6:00 AM 7:00 AM 8:12 AM 9:18 AM 10:24 AM 11:30 AM 12:36 PM 1:42 PM 2:48 PM 3:54 PM 5:00 PM 6:06 PM 7:12 PM 8:18 PM 9:24 PM

GET HISTORY: 70013-00010114/ATTN



LIVE EVENTS

EVENTS HISTORY

PROPERTIES

INTEGRATIONS

ORGANIZATION

BILLING

8/1/22

Apple Works Winery

Germanatown, Germanatown WI 53022 5000 SQ FT 125 Max Occupancy

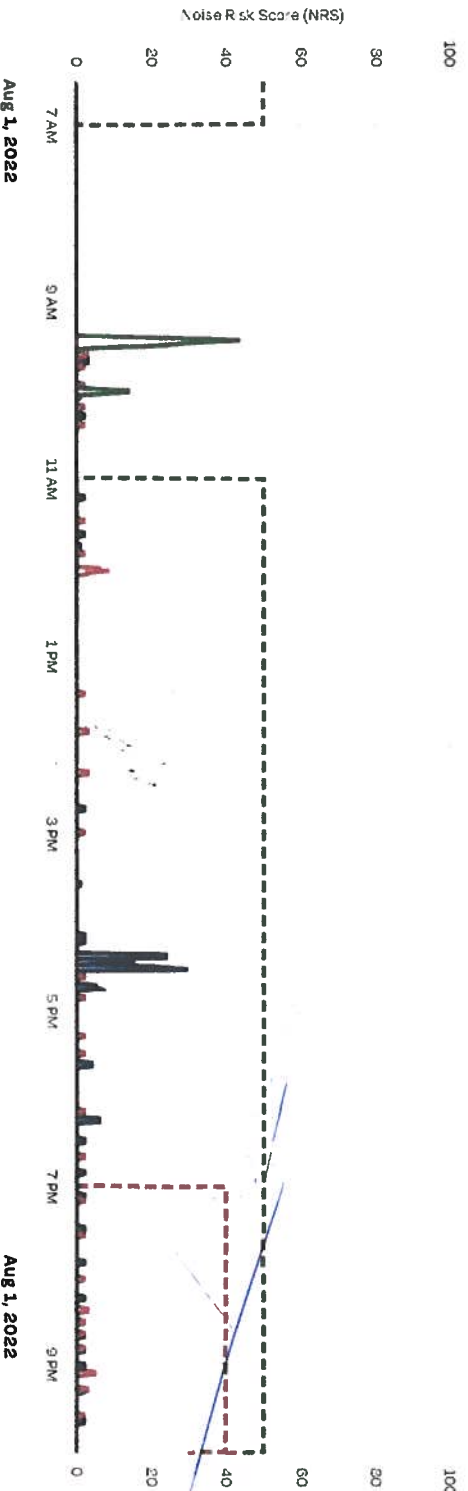
ID: 52460

Aug 1, 2022 - Aug 1, 2022

REFRESHED 0 MINUTES AGO

Rear Storage Lot
INDOOR SENSOR OUTDOOR SENSOR OUTDOOR SENSOR

Noise Event Disconnect Event — Noise Level - - - Threshold



Occupancy

winery NOT OPEN

MANAGE OCCUPANCY ALERTS

Vacant 6:30 AM 7:34 AM 8:38 AM 9:42 AM 10:46 AM 11:50 AM 12:54 PM 1:58 PM 3:02 PM 4:06 PM 5:10 PM 6:14 PM 7:18 PM 8:22 PM 9:26 PM

GO! FEEDBACK? YOUR OPPORTUNITIES



LIVE EVENTS

EVENTS HISTORY

PROPERTIES

INTEGRATIONS

ORGANIZATION

BILLING

8/2/22

Apple Works Winery

ID: 52460

● Germantown, Germantown WI 53022 5000 SQ FT 125 Max Occupancy

Aug 2, 2022 Aug 2, 2022

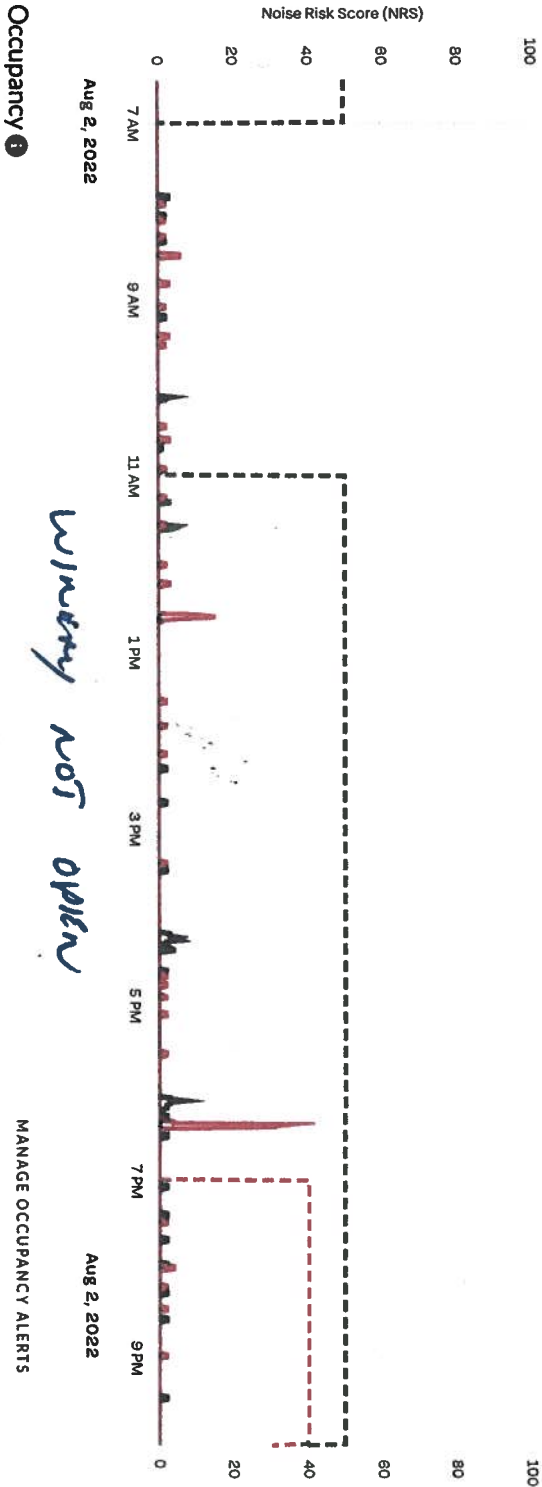
REFRESHED 0 MINUTES AGO

Rear Storage
INDOOR SENSOR

Lot
OUTDOOR SENSOR

Lot#2
OUTDOOR SENSOR

Noise Event Disconnect Event Noise Level Threshold



Vacant

6:30 AM 7:34 AM 8:38 AM 9:42 AM 10:46 AM 11:50 AM 12:54 PM 1:58 PM 3:02 PM 4:06 PM 5:10 PM 6:14 PM 7:18 PM 8:22 PM 9:26 PM

GET FEEDBACK? YOUR OPINION MATTERS



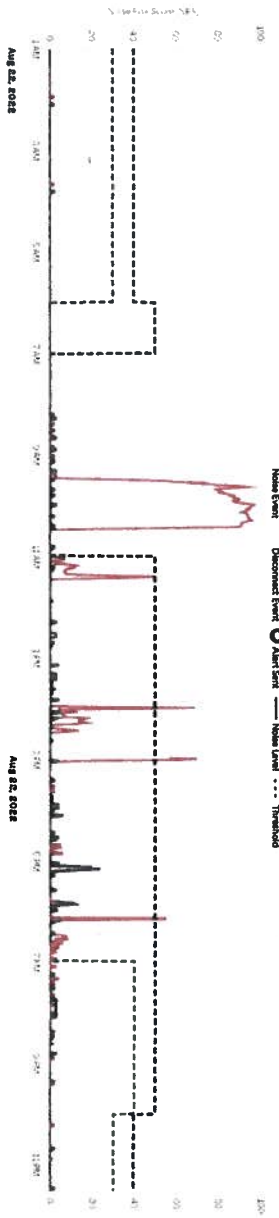
22/28

ID: 52460

REFRESHED 0 MINUTES AGO

Lot	Lot#2	Rear Storage
OUTDOOR SENSOR	OUTDOOR SENSOR	INDOOR SENSOR

Notice Event Disconnect Event  Alert Sent ——— Notice Level - - - Threshold



1/19/90 WORK / L RASS mobile

Occupancy 1

Unit 10

Time	Location	Temperature (°C)	Humidity (%)	Wind Speed (m/s)	Wind Direction	Cloud Cover (%)	Soil Temp (°C)	Leaf Temp (°C)	Relative Humidity (%)
10:00 AM	20°N 105°E	28.5	75	2.5	SE	10	25.0	28.0	78
11:00 AM	20°N 105°E	30.0	70	3.0	SE	15	26.0	29.0	75
12:00 PM	20°N 105°E	32.0	65	3.5	SE	20	27.0	30.0	72
13:00 PM	20°N 105°E	34.0	60	4.0	SE	25	28.0	31.0	70
14:00 PM	20°N 105°E	35.0	55	4.5	SE	30	29.0	32.0	68
15:00 PM	20°N 105°E	36.0	50	5.0	SE	35	30.0	33.0	65
16:00 PM	20°N 105°E	35.0	55	4.5	SE	30	29.0	32.0	68
17:00 PM	20°N 105°E	33.0	60	4.0	SE	25	28.0	31.0	70
18:00 PM	20°N 105°E	31.0	65	3.5	SE	20	27.0	30.0	72
19:00 PM	20°N 105°E	29.0	70	3.0	SE	15	26.0	29.0	75
20:00 PM	20°N 105°E	27.0	75	2.5	SE	10	25.0	28.0	78
21:00 PM	20°N 105°E	25.0	80	2.0	SE	5	24.0	27.0	80
22:00 PM	20°N 105°E	23.0	85	1.5	SE	0	23.0	26.0	82
23:00 PM	20°N 105°E	21.0	90	1.0	SE	0	22.0	25.0	85
00:00 AM	20°N 105°E	19.0	95	0.5	SE	0	21.0	24.0	88
01:00 AM	20°N 105°E	17.0	98	0.2	SE	0	20.0	23.0	90
02:00 AM	20°N 105°E	15.0	100	0.1	SE	0	19.0	22.0	92
03:00 AM	20°N 105°E	13.0	100	0.1	SE	0	18.0	21.0	95
04:00 AM	20°N 105°E	11.0	100	0.1	SE	0	17.0	20.0	98
05:00 AM	20°N 105°E	9.0	100	0.1	SE	0	16.0	19.0	100
06:00 AM	20°N 105°E	7.0	100	0.1	SE	0	15.0	18.0	100
07:00 AM	20°N 105°E	5.0	100	0.1	SE	0	14.0	17.0	100
08:00 AM	20°N 105°E	3.0	100	0.1	SE	0	13.0	16.0	100
09:00 AM	20°N 105°E	1.0	100	0.1	SE	0	12.0	15.0	100
10:00 AM	20°N 105°E	-1.0	100	0.1	SE	0	11.0	14.0	100
11:00 AM	20°N 105°E	-3.0	100	0.1	SE	0	10.0	13.0	100
12:00 PM	20°N 105°E	-5.0	100	0.1	SE	0	9.0	12.0	100
13:00 PM	20°N 105°E	-7.0	100	0.1	SE	0	8.0	11.0	100
14:00 PM	20°N 105°E	-9.0	100	0.1	SE	0	7.0	10.0	100
15:00 PM	20°N 105°E	-11.0	100	0.1	SE	0	6.0	9.0	100
16:00 PM	20°N 105°E	-13.0	100	0.1	SE	0	5.0	8.0	100
17:00 PM	20°N 105°E	-15.0	100	0.1	SE	0	4.0	7.0	100
18:00 PM	20°N 105°E	-17.0	100	0.1	SE	0	3.0	6.0	100
19:00 PM	20°N 105°E	-19.0	100	0.1	SE	0	2.0	5.0	100
20:00 PM	20°N 105°E	-21.0	100	0.1	SE	0	1.0	4.0	100
21:00 PM	20°N 105°E	-23.0	100	0.1	SE	0	0.0	3.0	100
22:00 PM	20°N 105°E	-25.0	100	0.1	SE	0	-1.0	2.0	100
23:00 PM	20°N 105°E	-27.0	100	0.1	SE	0	-2.0	1.0	100
0									

SENSORS

Lot
OUTDOOR

● ONLINE

Far Signal

Lot#2
OUTDOOR

ONLINE

Good Signal



Rear Storage
INDOOR

ONLINE

Weak Signal

1531177043

1531177043

1531177043

1531177043

1531177043

1531177043

1531177043

8/23/22

Apple Works Winery
Germantown, Germantown WI 53022 5000 SQ FT 125 Max Occupancy

ID 52460

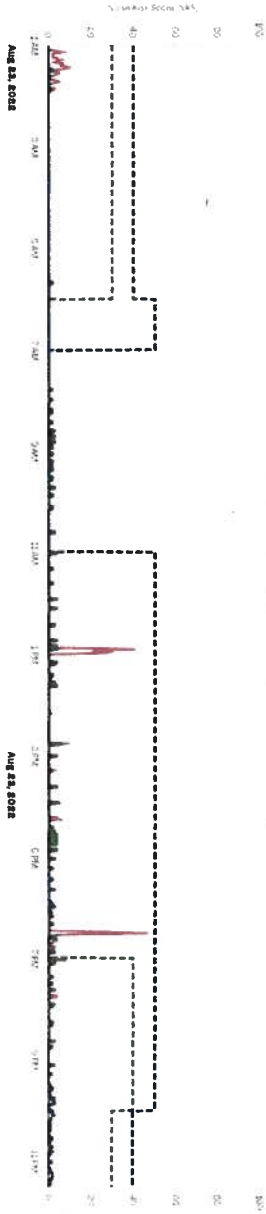
REFRESHED 0 MINUTES AGO

Lot
OUTDOOR SECTOR

Lot#2
OUTDOOR SECTOR

Rear Storage
INDOOR SECTOR

Note Event Disconnect Event



winery not open

SENSORS

EVENTS

- Lot

OUTDOOR

ONLINE

Fire Signal
- Lot#2

OUTDOOR

ONLINE

Good Signal
- Rear Storage

INDOOR

ONLINE

Weak Signal

10/1/2022

10/1/2022

10/1/2022

10/1/2022

10/1/2022

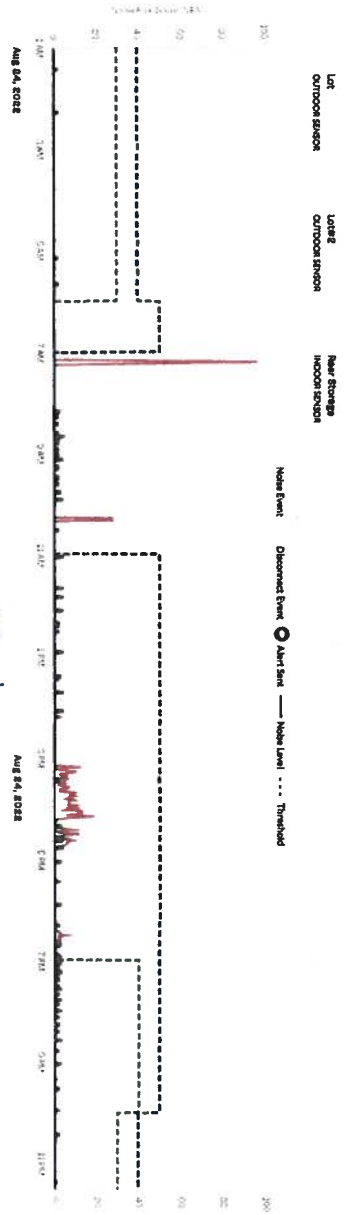
10/1/2022

8/24/22

Apple Works Winery
Germantown, Germantown WI 53022 # 5000 SQ FT @ 125 Max Occupancy

ID: 52460

Refreshed 0 MINUTES AGO



Winery not open

SENSORS EVENTS

- Lot OUTDOOR ONLINE Air Signal
- Lot#2 OUTDOOR ONLINE Good Signal
- Rear Storage INDOOR ONLINE Weak Signal

1001 VINE

1001 VINE

1001 VINE

1001 VINE

1001 VINE

1001 VINE

1001 VINE

1001 VINE

8/25/22

Apple Works Winery

Germanstown, Germantown WI 53022 5000 SQ FT 125 Max Occupancy

ID: 52460

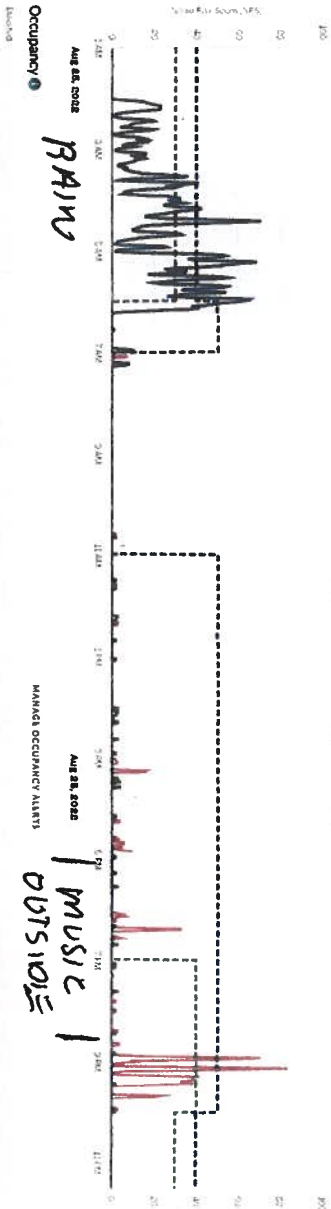
REFRESHED 9 MINUTE AGO

Lot
OUTDOOR SPACE

Lot
OUTDOOR SPACE

Rear Storage
INDOOR SPACE

Notes Event
Disconnect Event Alert Sire Noise level Threshold



SENSORS

- Lot
OUTDOOR
ONLINE
Full Signal
- Lot
OUTDOOR
ONLINE
Good Signal
- Rear Storage
INDOOR
ONLINE
Weak Signal

- ITEM FEEDBACK
- MY HISTORY
- PERMISSIONS
- INDICATORS
- ORGANIZATION
- PHONE

8/28/22

Apple Works Winery

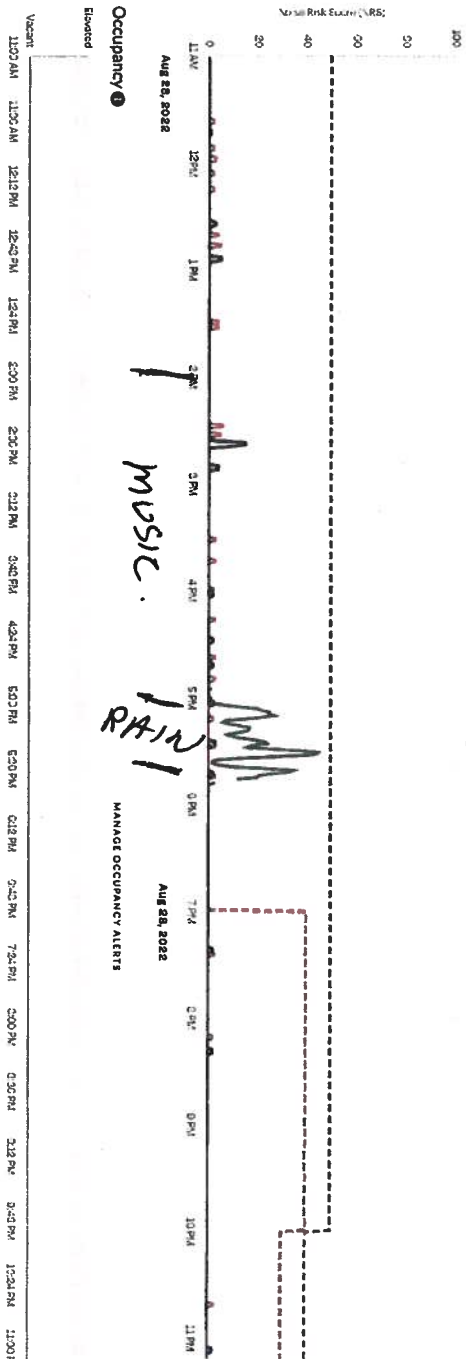
Germanstown, Germantown WI 53022 # 5000 SQ FT # 125 Max Occupancy

ID: 52460

REFRESHED 0 MINUTES AGO

- Rear Storage
- Lot
- Lot#2

Notice Event Disconnect Event Alert Sent Noise Level Threshold



SENSORS EVENTS

- Rear Storage
 - Lot
 - Lot#2
- INDOOR ONLINE Weak Signal
- OUTDOOR ONLINE Fair Signal
- OUTDOOR ONLINE Good Signal

11:00 AM

- 120FT WELDS
- 2.0000000000000000
- PRECIPITATION
- HEAT/COOLING
- CIRCUMFERENCE
- DETAILS

8/29/22

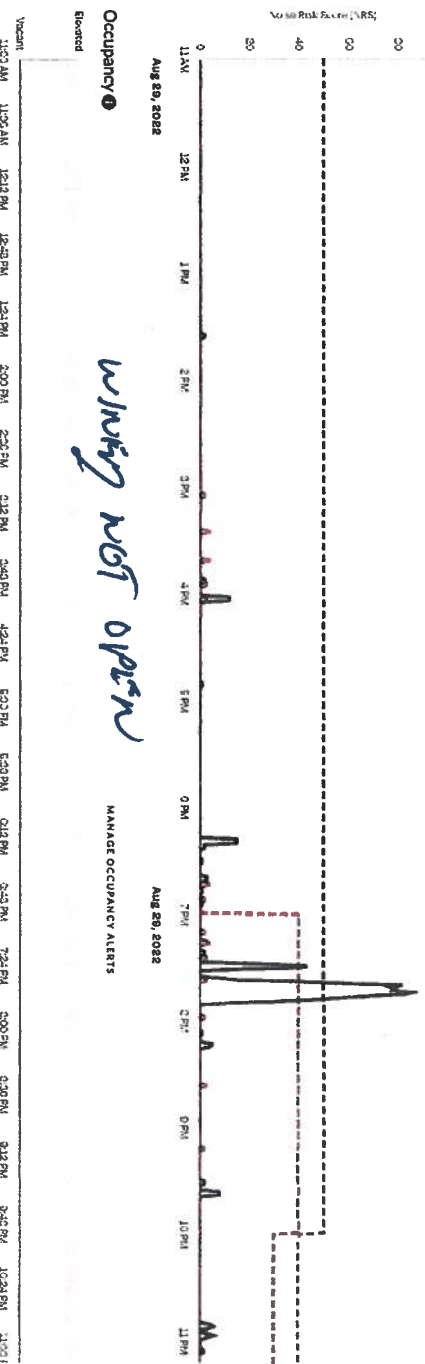
Apple Works Winery
Germanstown, Germanstown WI 53022 # 5000 SQ FT # 125 Max Occupancy

ID: 52460

REFRESHED 0 MINUTES AGO

Rear Storage INDOOR SENSOR
Lot OUTDOOR SENSOR
Lot#2 OUTDOOR SENSOR

Notes Event Disconnect Event Alert Sent Notes Level Threshold



SENSORS EVENTS

- Rear Storage INDOOR ONLINE Weak Signal
- Lot OUTDOOR ONLINE Fair Signal
- Lot#2 OUTDOOR ONLINE Good Signal

- LIVE FEEDS
- EVENTS HISTORY
- PROPERTIES
- RELATIONS
- ORGANIZATION
- HELPING

8/30/22

Apple Works Winery

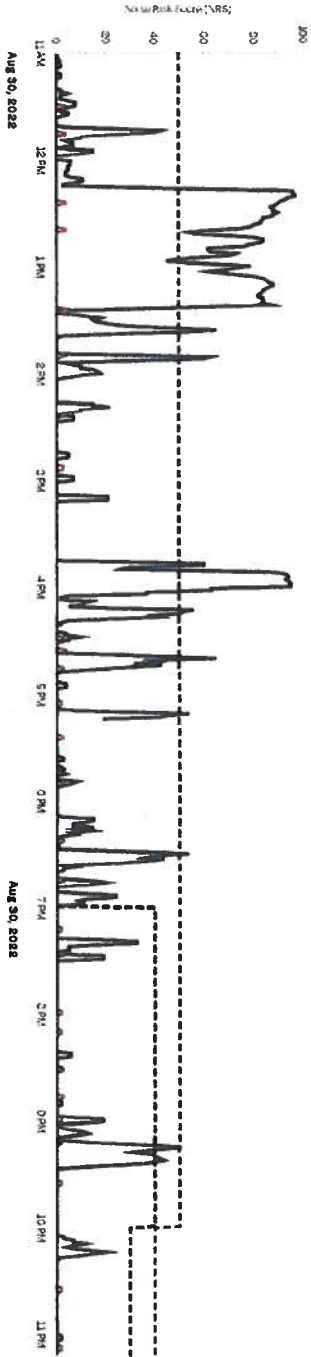
Germanstown, Germantown WI 53022 # 5000 SQ FT # 125 Max Occupancy

ID: 52460

REFRESHED 0 MINUTES AGO

- Rear Storage
- Lot
- Lot#2

Note Event Disconnected Event Alert Sent Noise Level Threshold



Occupancy

Blocked

Vacant 11:00 AM 11:05 AM 12:10 PM 12:40 PM 1:00 PM 2:00 PM 2:30 PM 3:00 PM 3:40 PM 4:00 PM 5:00 PM 6:00 PM 6:20 PM 7:00 PM 7:20 PM 8:00 PM 8:20 PM 9:00 PM 9:20 PM 10:00 PM 10:20 PM 11:00 PM

SENSORS EVENTS

Rear Storage
INDOOR ONLINE Weak Signal

Lot
OUTDOOR ONLINE Fair Signal

Lot#2
OUTDOOR ONLINE Good Signal



UNIVERSITY

RESEARCH HISTORY

PROPERTIES

INTERACTIONS

ORGANIZATIONS

TELLING

9/25/22

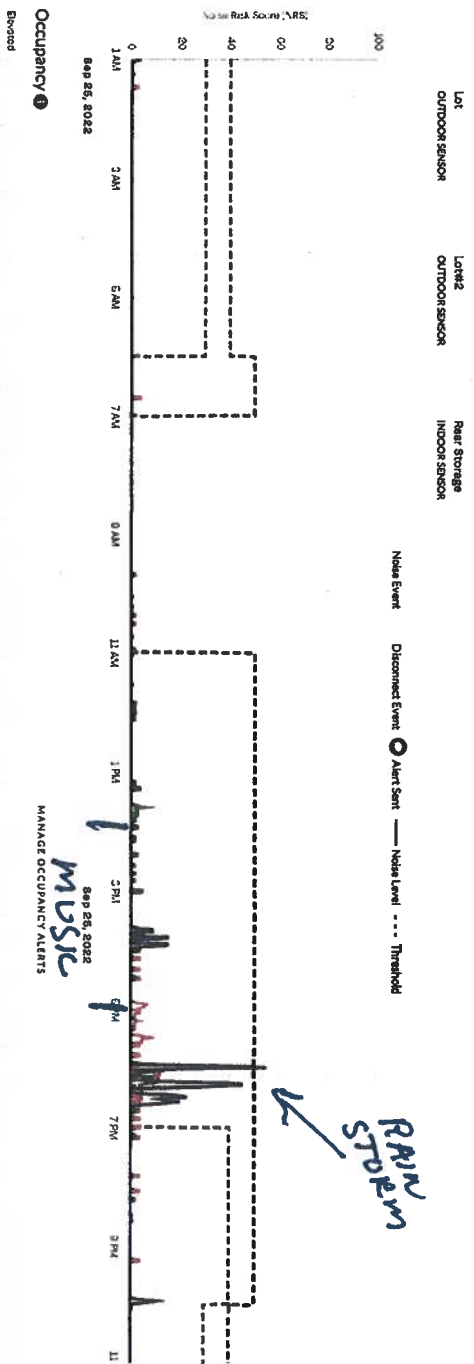
Apple Works Winery

Germanstown, Germantown WI 53022 5000 SQ FT 125 Max Occupancy

ID: 52460

Refreshed 0 minutes ago

Refreshed 0 minutes ago



SENSORS EVENTS

Lot

OUTDOOR

Lot#2

OUTDOOR

Rear Storage

INDOOR

ONLINE

ONLINE

ONLINE

Weak Signal

MEMORANDUM

February 3, 2021

Mr. Kevin Behnke
Apple Works Winery
W179N12536 W Fond Du Lac Ave
Germantown, WI 53202

Mr. Behnke,

The following study is to categorize and document and provide explanations to address the sound conditions presented in the specified areas of concern as requested on Feb 1st, 2021.

I. Project Goals

- a) Provide basic outline of acceptable sound levels per the type of developed environment or district.
- b) Provide basic outline of sound and instrument types per the venue's use classification.
- c) Provide guidelines for indoor and outdoor sound system use and best practices for operation.
- d) Evaluate the effect of the sound system installed in the existing tasting room on exterior noise conditions along the adjoining property line as it relates to neighboring structures
- e Evaluate the potential effect of the proposed event space on background noise conditions along the adjoining property line as it relates to neighboring structures

II. Analysis

Sound levels are typically documents with a sound level meter that measures the existing sound pressure level with an A weighting in third octave bands. When disputes arise between adjacent properties these measurements are made in accordance with a municipal code ordinance, or in the absence of such documentation are typically made at the nearest lot line of the premises from which the noise complaint is received relative to the neighboring structures and is made at a height of at least 3'-0" above the ground and at least 3'-0" away from any barriers or structures. The Apple Works Winery is located in what would be considered a rural district, and typically these districts have a corresponding acceptable overall sound pressure level of 55dB[a] during day time hours and 45 dB[a] during night time hours (typically 10 p.m. to 7:00 a.m.). Alternatively, it is typically permissible for sound sources to be within 5 dB[a] of the existing ambient sound pressure level at the same property line.

Sound pressure levels from live (or recorded) music events can be widely varying and impulsive in nature. This scenario is unlike most common noise sources as it is neither a steady state sound source of constant sound pressure level, nor is it a moving line source (like traffic) that increases in sound pressure level as it travels closer to the receiver position. To best document the be and flow of music, described as expression of emotions that fills time via a combination of frequencies and intensities, time must be included as a critical factor of consideration. Also, one must take into account the instruments, their number, and the style of playing to be able to accurately describe an event. For example, a full horn section has much more power than one or two individual instruments, and the same instruments are played with different intensities as in blues, smooth jazz, or rock music. A drum kit is not as simple as it seems; there are a wide variety of combinations of kits that produce varying tones and can be played with anything from muting soft brushes, to full out constant pounding depending on the musical genre.

Wineries, in general, tend to cater to a more upscale and relaxed atmosphere for enjoyment of the subtleties of their products and thereby usually employ music to enhance that ambience. The music types and instrumentation typically associated with these venues include soft rock, adult contemporary, pop, jazz, R&B, and classical music. These are typically performed by recorded sound system or soloist/small ensemble of vocalists and/or low impact acoustic instruments (piano, strings, woodwinds, etc.) sometimes amplified by studio amplifiers or other small public address type systems. These are not sizeable music venues that have the propensity to distribute sound across high capacity crowds or large groups of people

III. General Acoustic Guidelines for indoor/outdoor live music or interior/exterior sound system operation.

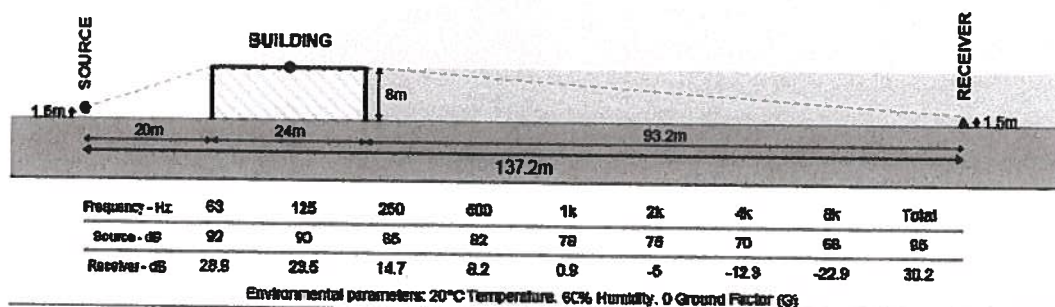
- a) Exterior Sound system or live music should operate only within allowable hours, per the parameters of business hours of operation. Typically live music should end 1 hour before close of business.
- b) Interior sound system noise levels should follow the commercial audio chart below per the appropriate function/environment. Maximum sound pressure levels should not exceed 74dB with wattage tap 2 for a restaurant style space. Sound system installer should provide programmed limits into system controls to ensure this 74 dB requirement cannot be defeated. Consult your sound system installer for specific installation requirements.

Table 1.1 Commercial audio overview

Noise Level	Decibel	Environment	Wattage Tap
Medium	55dB-74dB	Restaurant	2
		Warehouse	2-10
		Hospital	2-5
		Supermarket	2-6
High	74dB-84dB	Bar	5-20
		Factory	7.5-40
		Assembly Line	15-50

*Taps vary depending on ceiling height and ambient noise

- c) Live music levels (interior or exterior) should not exceed 95dB[a] at the control desk location, usually centrally located near the rear of the space.
- d) Recommended exterior speakers or portable public address systems be aimed away from neighboring building/structures or nearby reflecting surfaces.
- e) Exterior Loudspeakers or portable public address systems should be mounted and aimed in a manner that allows no direct sound to radiate to neighboring structures. Enough distance should be maintained away from the existing structures or solid walls when mounting so that speaker beam width (in frequency range applicable, lower frequencies may be omni-directional) should not intersect with elements that may aid in sound reflections propagating towards neighboring structures.
- f) Large format loudspeakers that are hung from the ceiling should be isolated to prevent vibration transfer through structural elements.
 - i) Hung speakers must include a resilient isolation hanger to decouple cabinet from structure. Consult manufacturer for proper spring rate by providing approximate speaker cabinet weight and mounting points.
- g) Soft and/or sound absorbing surfaces / natural evergreen plantings can be used as decor along the venue perimeter and running the length of the property line to aid in the reduction of sound reflections.
 - i) Existing buildings on the site may be used as a barrier to block sound from reaching neighboring structures/properties. A sample diagram is shown below showing a theoretical exterior sound source at the 95dB typical maximum sound pressure level adjacent to the existing tasting room building and describes how sound would travel in relation to the existing buildings on the Apple Works property. Resulting noise at the nearest property line location of approx 450ft (~30dB[a]) lies well below existing background noise levels (full results included later in report) meaning that the resultant sound heard at the receiver position will be indistinguishable from other background noise sources and blend into or be covered by existing ambient noise from surrounding traffic, wildlife, activities, etc.



IV. Existing Conditions Analysis

Sound pressure levels were documented during daytime hours along the nearest property line of the Apple Works Winery to a neighboring structure [R01] (~450'-0") as continuous equivalent sound pressure levels A-weighted (LAeq) with the existing sound system in the tasting room [S01] playing music typical of the establishment's target audience at maximum volume (82dB[a]) as well as background ambient noise levels for comparison with the sound system both ON and OFF and ranged from (34dB[a] - 42dB[a]). **Music was not audible at property line during test**, due to both distance from source and multiple barriers between source and receiver. Notable noise sources that significantly contributed to ambient sound pressure levels between 500 Hz and 1000 Hz was caused by shoveling snow nearby and is documented on the attached RTA report.



Figure 4.1 Distance and Barrier Diagram

Client:
Object:
Description:

Appleworks Winery - Germantown, WI

Exterior Noise transfer study

Exterior Noise conditions LAeq documented with sample music selection playing in tasting room at max volume. Reference Typical exterior noise level standards for rural area 55 dB[a] Day / 45 dB[a] night. **NOTE:** Music was not audible at property line during test. Notable increase in sound pressure level was caused by shoveling snow nearby.

Date of test: 02.01.2021 12p-1p

Temp (F): 33 °

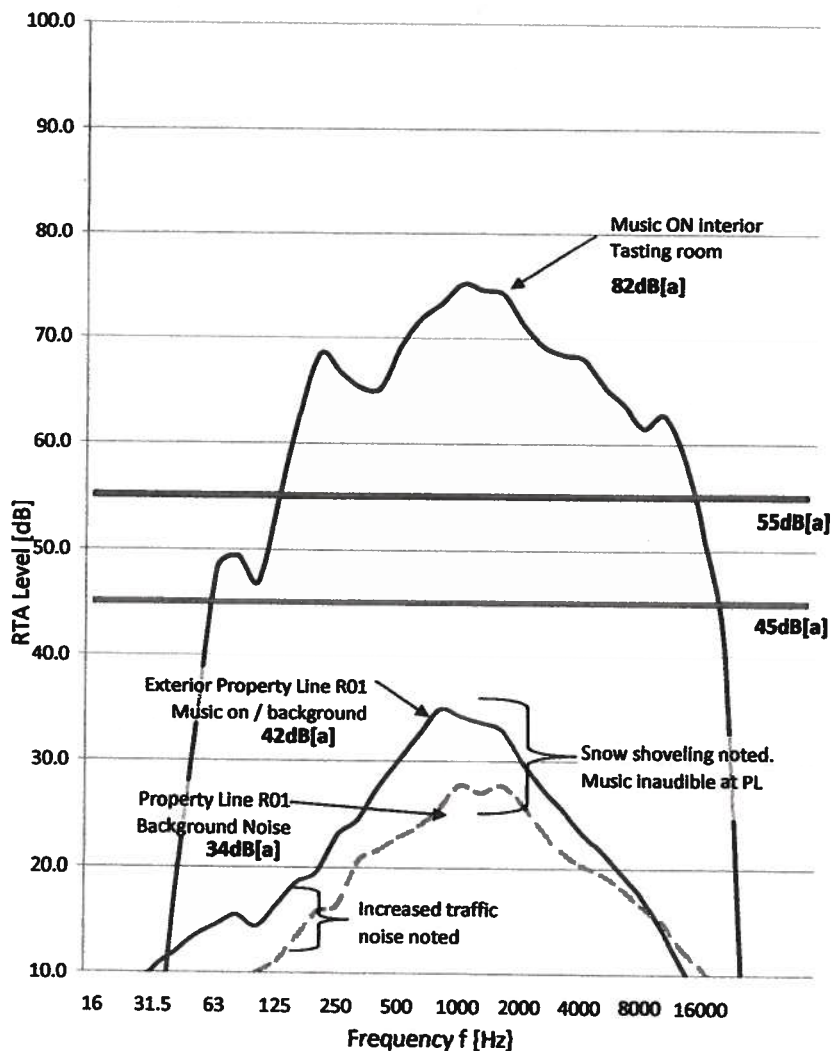
Humidity: 64 %

R01/S01

LAeq 82.94 42.20 dB

Receiver Tasting Prop Line

Frequency f [Hz]	RTA Third-Octave Band [dB]	
12.5	-14.9	-2.9
16	-9.3	0.9
20	-8.2	5.0
25	-1.3	8.1
31.5	17.4	10.4
40	33.4	11.9
50	48.3	13.5
63	49.4	14.5
80	46.9	15.5
100	54.7	14.4
125	62.8	16.4
160	68.5	18.6
200	66.7	19.6
250	65.3	23.0
315	65.3	24.4
400	69.2	27.5
500	71.8	30.0
630	73.3	32.4
800	75.1	34.9
1000	74.5	34.2
1250	74.1	33.6
1600	71.2	32.9
2000	69.2	30.1
2500	68.4	27.6
3150	68.0	25.6
4000	65.5	23.3
5000	63.7	21.6
6300	61.5	19.6
8000	62.7	17.4
10000	58.7	14.4
12500	51.2	10.8
16000	40.9	7.7
20000	6.6	5.4



No. of test report: RTA0001

Name: Craig Schaefer

Date: 2/3/2021

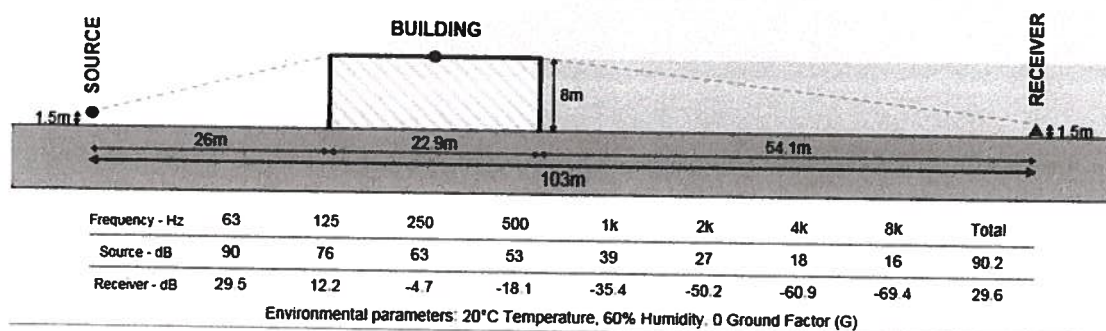
Signature:

Craig Schaefer

Per the project goals we have analyzed the proposed event space construction typical of walls that face potentially sound sensitive neighboring structures for their respective OITC (Outdoor Indoor Transmission Class) ratings, which can be found in the attached data sheets. While results may vary depending on the reference source and exact products used, we find the following:

To determine the performance of your current partitions we use a general number classification; the Outdoor Indoor Transmission Class (OITC), a measurement of the amount of airborne sound passing through a particular exterior wall partition that accounts for additional low frequency noise specific to sounds such as vehicle and road noise, not included in other measurements. Please note that measurements taken in the field (f-OITC) in an uncontrolled free field environment are 5 dB lower than measurements done in laboratory conditions. **Note that the noise source's actual sound pressure level at the building envelope is dependent on the distance of the noise source from the façade as well as nearby reflecting surfaces.**

Given the proposed wall constructions for the event space as gathered from the state submitted plans we can estimate that the east wall facing in the direction of the sound sensitive neighboring structures achieves an OITC rating of OITC 41. Estimating as before in conjunction with the surrounding barrier buildings we can assume that the below diagram represents the sound levels perceived at the nearest property line of the Apple Works Winery to a neighboring structure [R01] from figure 4.1, this time at a distance of ~340ft. As with the existing measured data previously stated in the report, resulting noise at the nearest property line location of approx 340ft (~30dB[a]) lies well below existing background noise levels meaning that the resultant sound heard at the receiver position will be indistinguishable from other background noise sources and blend into or be covered by existing ambient noise from surrounding traffic, wildlife, activities, etc.



Sound Insulation Prediction (v8.0.12)

Program copyright Marshall Day Acoustics 2015

Scott R. Riedel & Associates, Ltd. - Key No. 4806

Margin of error is generally within STC +/- 3 dB

Job Name: Apple Works Winery

Job No.:

Page No.:

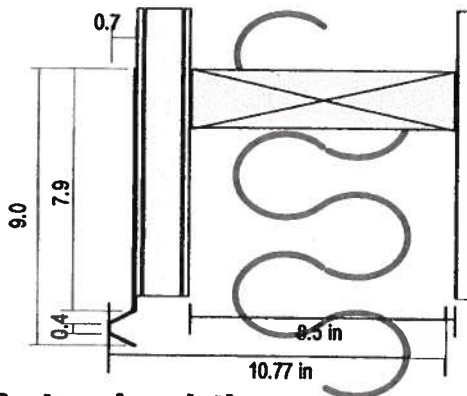
Date: 4 Feb 21

Initials: CS

File Name: Event space wall proposed.bxl

Notes:

Wall partition as existing/proposed
from State approved drawings



STC 54

OITC 41

System description

Panel 1: 1 x 0.02 in Steel Roofing (Imperial Rib)

+ 1 x 1.75 in DensDeck Roof Board-Polyiso-DensDeck Roof Board

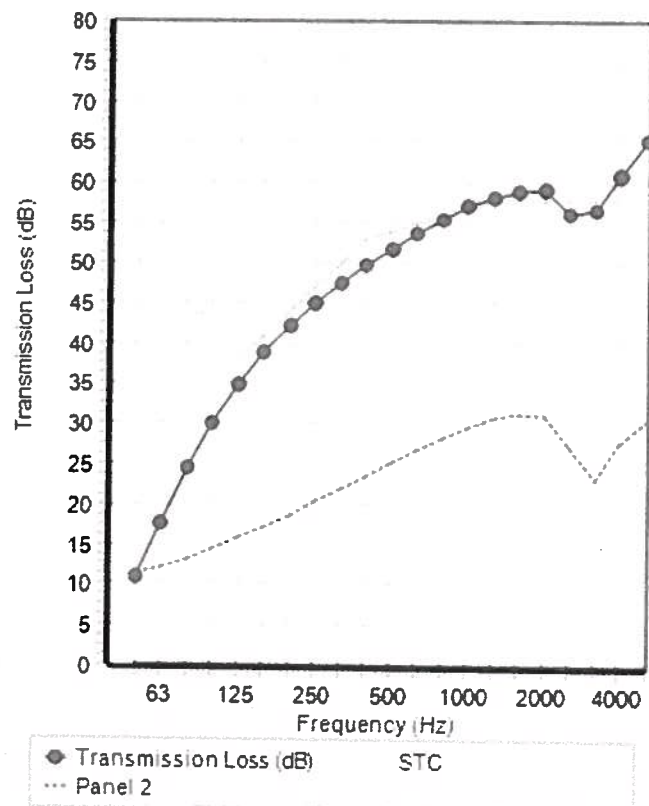
Cavity: Timber stud: Stud spacing 96 in, Infill Fibreglass (10kg/m3) Thickness 5.5 in (ρ :10 lbs/ft³, RE4000 Pa.s/m²)

Panel 2 + 1 x 0.50 in Type C Gypsum Board (ρ :48.44 lbs/ft³, E:0.34psi*10⁶, η :0.01, ρ s:2.02 lb/ft², fc:2942 Hz)

Mass-air-mass resonant frequency =44 Hz

frequency (Hz)	TL(dB)	TL(dB)
50	11	
63	18	15
80	24	
100	30	
125	35	33
160	39	
200	42	
250	45	44
315	47	
400	50	
500	52	51
630	54	
800	56	
1000	57	57
1250	58	
1600	59	
2000	59	58
2500	56	
3150	57	
4000	61	60
5000	65	

Panel Size 8.9x13 ft; Mass 6.1 lb/ft²

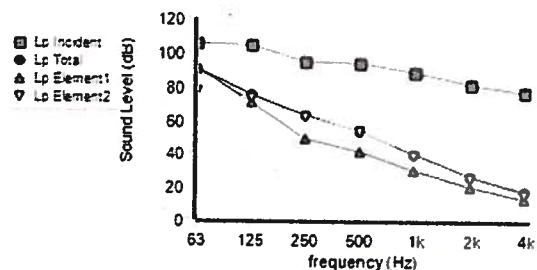


Sound Insulation Prediction (v8.0.12)

According to EN12354/3

Title :Sample Live Music Calculation

Comments :



Date: 4 Feb 21

Initials: CS

File Name: Calculation

Octave Band Centre Frequency (Hz)								Overall dBA
Source	63	125	250	500	1k	2k	4k	
Incident sound level (freefield)	1.1E2	1E2	94	93	88	81	77	95
Path								
Element 1 ,Existing wall STL	-15	-33	-44	-51	-57	-58	-60	64
Facade Shape Level diff.	0	0	0	0	0	0	0	
Area (+10Log A) [700 ft2]	18	18	18	18	18	18	18	
Element sound level contribution	90	71	49	41	29	20	13	
Element 2 ,fenestration STL	-21	-23	-24	-32	-41	-46	-50	60
Facade Shape Level diff.	0	0	0	0	0	0	0	
Area (+10Log A) [145 ft2]	11	11	11	11	11	11	11	
Element sound level contribution	77	74	62	53	39	26	16	
Receiver								
Room volume (-10Log V) [40000 ft3]	-31	-31	-31	-31	-31	-31	-31	66
Reveberation time (s)	1.3	1.2	1.1	1	0.9	0.7	0.5	
RT (+10Log T)	1.1	0.79	0.41	0	-0.46	-1.5	-3	
Equation Constant	11	11	11	11	11	11	11	
Room sound level	90	76	63	53	39	27	18	

Sound Insulation Prediction (v8.0.12)

Program copyright Marshall Day Acoustics 2015

Scott R. Riedel & Associates, Ltd. - Key No. 4806

Margin of error is generally within STC +/- 3 dB

Job Name: Apple Works Winery

Job No.:

Page No.:

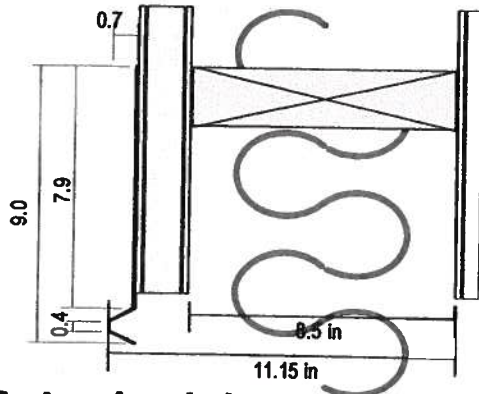
Date: 4 Feb 21

Initials: CS

File Name: Event space wall proposed.bxl

Notes:

Wall partition as modified from State approved drawings for increased acoustical performance



STC 60

OTC 49

System description

Panel 1: 1 x 0.02 in Steel Roofing (Imperial Rib)

+ 1 x 1.75 in DensDeck Roof Board-Poly Iso-DensDeck Roof Boa

Cavity: Timber stud: Stud spacing 96 in, Infill Fibreglass (10kg/m3) Thickness 5.5 in (p:10 lbs/ft3, Rf4000 Pa.s/m2)

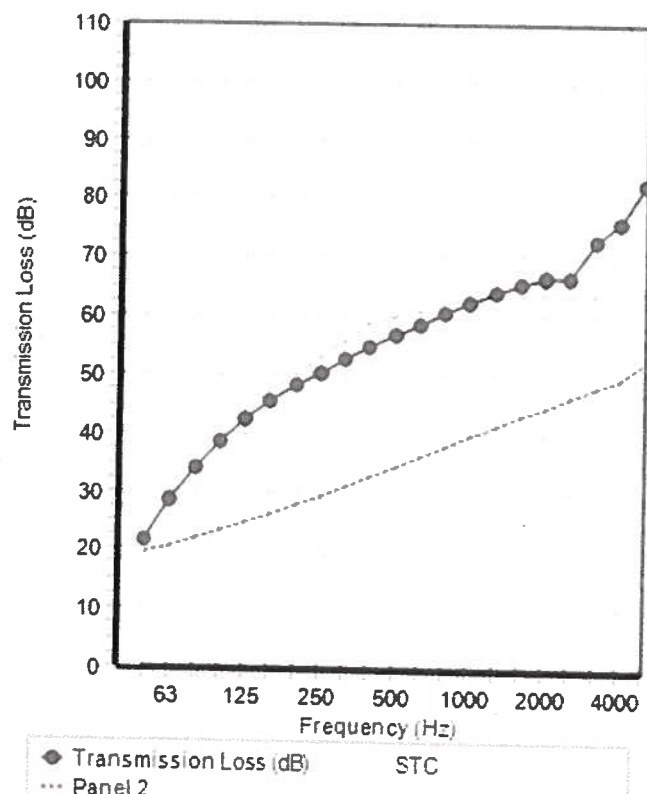
Panel 2 + 1 x 0.25 in Mass loaded vinyl

+ 1 x 0.63 in Type X Gypsum Board

Mass-air-mass resonant frequency ~33 Hz

frequency (Hz)	TL(dB)	TL(dB)
50	22	
63	29	25
80	34	
100	39	
125	42	41
160	45	
200	48	
250	50	50
315	53	
400	55	
500	57	57
630	59	
800	61	
1000	63	62
1250	64	
1600	66	
2000	67	66
2500	67	
3150	73	
4000	76	76
5000	83	

Panel Size 8.9x13 ft, Mass 9.7 lb/ft2



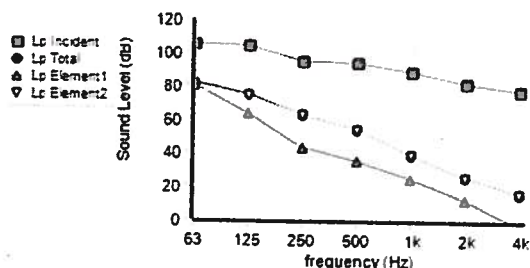
Sound Insulation Prediction (v8.0.12)

According to EN12354/3

Title :Sample Live Music Calculation

Comments :

Combined TL with recommended modifications to proposed wall constructions facing sound sensitive neighboring structures.



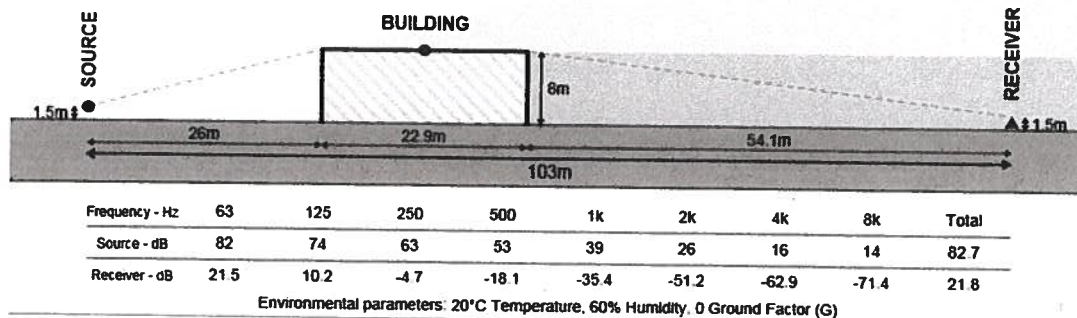
Date: 4 Feb 21

Initials: CS

File Name: Calculation

Octave Band Centre Frequency (Hz)								Overall dBA
Source	63	125	250	500	1k	2k	4k	
Incident sound level (freefield)	1.1E2	1E2	94	93	88	81	77	95
Path								
Element 1 ,Existing wall STL	-25	-41	-50	-57	-62	-66	-76	55
Facade Shape Level diff.	0	0	0	0	0	0	0	
Area (+10Log A) [700 ft2]	18	18	18	18	18	18	18	
Element sound level contribution	80	63	43	35	24	12	-3.1	
Element 2 ,fenestration STL	-21	-23	-24	-32	-41	-46	-50	60
Facade Shape Level diff.	0	0	0	0	0	0	0	
Area (+10Log A) [145 ft2]	11	11	11	11	11	11	11	
Element sound level contribution	77	74	62	53	39	26	16	
Receiver								
Room volume (-10Log V) [40000 ft3]	-31	-31	-31	-31	-31	-31	-31	61
Reveberation time (s)	1.3	1.2	1.1	1	0.9	0.7	0.5	
RT (+10Log T)	1.1	0.79	0.41	0	-0.46	-1.5	-3	
Equation Constant	11	11	11	11	11	11	11	
Room sound level	82	74	63	53	39	26	16	

The following sample data is shown as a comparison between what has been proposed in the state submitted plans, and materials that may be added to the construction to increase the sound protection of the partition. Increasing the density of materials as well as introducing things such as a limp mass barrier (a mass loaded vinyl) has the potential to significantly increase the performance of the partition. We can estimate from these additions that the east wall facing in the direction of the sound sensitive neighboring structures achieves an OITC rating of **OITC 49**. Estimating as before in conjunction with the surrounding barrier buildings we can assume that the below diagram represents the sound levels perceived at the nearest property line of the Apple Works Winery to a neighboring structure [R01] from figure 4.1, this time at a distance of ~340ft. As with the existing measured data previously stated in the report, resulting noise at the nearest property line location of approx 340ft (~22dB[a]) lies well below existing background noise levels and is in fact almost 10 dB lower than the resulting levels of the previous proposed construction, meaning that the resultant sound heard at the receiver position is near the threshold of human hearing will impart no noticeable addition to the background noise sources at the specified distance from the source and will be covered by existing ambient noise from surrounding traffic, wildlife, activities, etc.

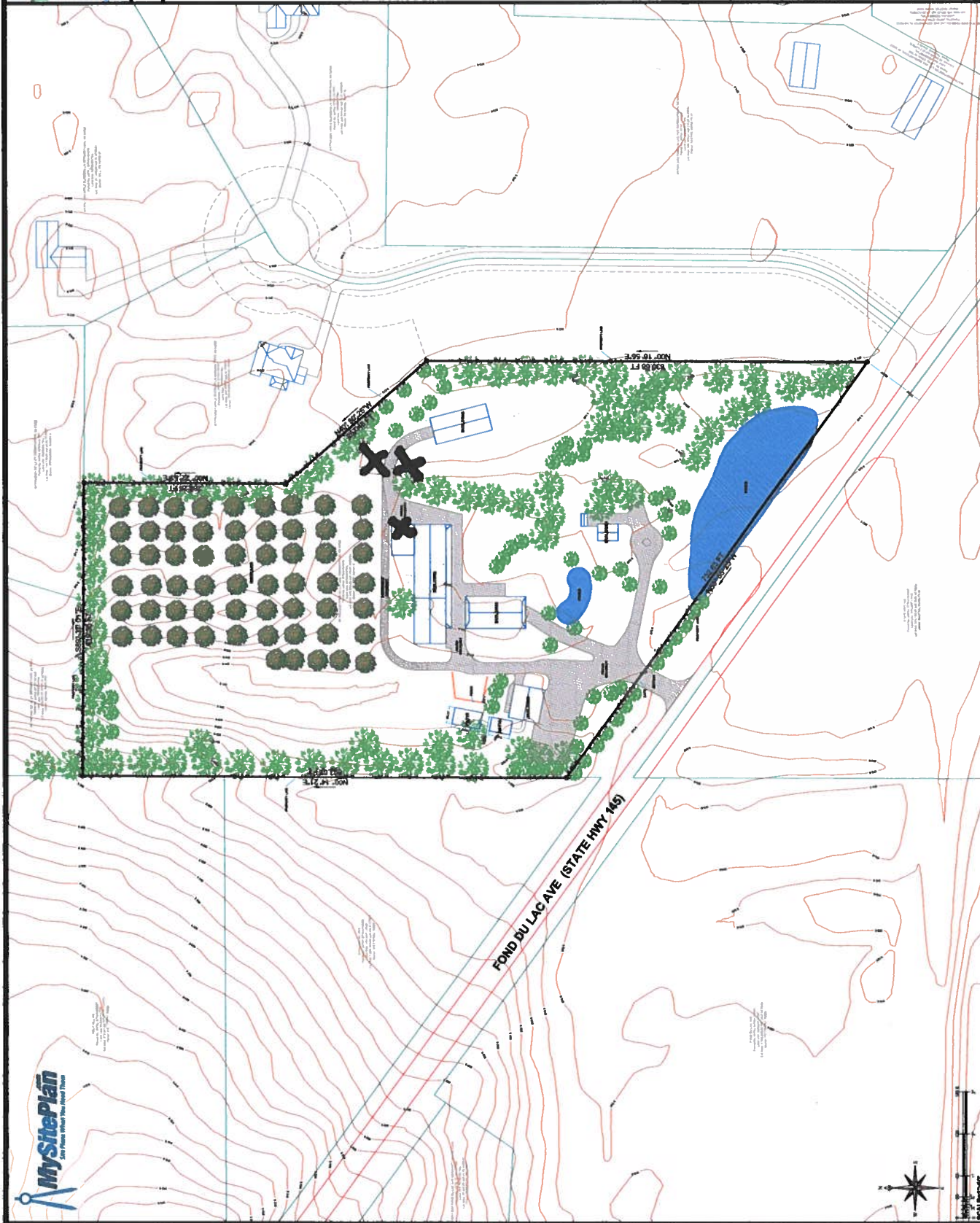


These aforementioned guidelines are provided to achieve the best possible acoustic result for protection from excessive sound, based on our understanding of your needs at this time. Further design and materials calculations may be necessary to achieve your desired functional goals and may be considered at any time, per your request.

Sincerely,

Craig Schaefer

Craig Schaefer, Lead Acoustical Engineer
Riedel & Associates, Ltd



NOISE AWARE SENSORS X

w179 n12536
FOND DU LAC AVENUE
GERMANTOWN, WI
53022
PH # 262.677~1000
APPLEWORKSWINERY.COM



Music Events					
Open or Closed	Date	Open Time	Music Event	Peak Max Sound Level	Day
OPEN	6/5/2022	12:00pm - 8:00pm	2:00pm - 5:00pm	10	Sunday
OPEN	6/9/2022	12:00pm - 8:00pm	2:00pm - 4:00pm	18	Thursday
OPEN	6/11/2022	12:00pm - 8:00pm	2:00pm - 5:00pm	13	Saturday
OPEN	7/10/2022	12:00pm - 8:00pm	2:00pm - 5:00pm	5	Sunday
OPEN	7/16/2022	12:00pm - 8:00pm	2:00pm - 5:00pm	8	Saturday
OPEN	8/6/2022	12:00pm - 8:00pm	2:00pm - 5:00pm	n/a	Saturday
OPEN	8/20/2022	12:00pm - 8:00pm	2:00pm - 5:00pm	9	Saturday
OPEN	8/25/2022	12:00pm - 8:00pm	5:00pm - 8:00pm	22	Thursday
OPEN	8/28/2022	12:00pm - 8:00pm	2:00pm - 5:00pm	15	Sunday
OPEN	9/25/2022	12:00pm - 8:00pm	2:00pm - 5:00pm	17	Sunday
Winery - NOT Open					
Open or Closed	Date	Time	Average Peak	Sound Range Level	Day
Closed	6/15/2022	12:45pm - 4:00pm	18 on 22 peaks	10 min - 50 max	Wednesday
Closed	7/12/2022	9:00am - 11:00pm	23 on 28 peaks	5 min - 35 max	Tuesday
Closed	7/25/2022	8:00am - 10:00pm	38.37 - 8 peaks	5 min - 90 max	Monday
Closed	7/26/2022	12:00pm - 7:00pm	18.14 on 21 peaks	5 min - 90 max	Tuesday
Closed	8/1/2022	9:15am - 6:00pm	14.8 on 7 peaks	5 min - 45 max	Monday
Closed	8/22/2022	10:00am - 7:00pm	38.3 on 4 peaks	5 min - 90 max	Monday
Closed	8/23/2022	12:30pm - 6:00pm	35 on 4 peaks	5 min - 44 max	Tuesday
Closed	8/24/2022	7:00am - 5:00pm	37 on 5 peaks	5 min - 100 max	Wednesday
Closed	8/30/2022	11:30am - 10:00pm	74.2 on 19 peaks	5 min - 100 max	Tuesday

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
February 15, 2021**

CALL TO ORDER: The meeting was called to order at 7:00 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, Kaminski, Miller, Myers, Pieper, Wing, and Zabel. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Manager Tucker, Director Ratayczak, and Director Anderson. Clerk's Note: This was a partial Virtual Webex Meeting.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

No report.

**ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC
INTEREST/DEPARTMENT AND COMMITTEE REPORTS:**

The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads, to include:

Trustee Wing Thanked the Fire Department for their service and response in the freezing cold.

Trustee Miller commented that Mia Fest will be cancelled for this year.

New Fire Department Members Ryker K. Holms, Meagan L Clark, and Michael T. Martinich were sworn in.

Election Update. There is a statewide primary election for State Superintendent of Public Instruction. The Village will also see a school board primary and District 2 Village Trustee Primary. Polls will be open from 7 am until 8 pm.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:

Village President Dean Wolter read emails as received:

Eric Buehl sent an email in support of the Appleworks Winery expansion.

Jay Van Buseki Sent an email in support of Appleworks Winery expansion.

Rusty and Myra Peterson Sent an email in support of the Appleworks Winery expansion.

Carroll and Jean Merry sent a letter in support of the Appleworks Winery expansion.

Matthew Waech Sent a letter in support of the Appleworks Winery expansion.

Amy Johnson sent a letter in support of the Appleworks Winery expansion.

Sara Daraven sent an email in support of the Appleworks Winery expansion.

Sam Kruschel of Apple Blossom Lane spoke against the Appleworks Winery expansion.

Kurt Will of Apple Blossom Lane spoke against the Appleworks winery expansion. He commented on conditional use permit #22 does not include windows.

Robert Warren of Juniper Drive spoke in favor of the Appleworks Winery expansion. He commented on the smart growth plan and development.

Jeff Grogin spoke in support of Kevin Behnke and the Appleworks Winery expansion.

Scott Metzinger of Golden Drive, Richfield, spoke in favor of the Appleworks Winery Expansion. He commented on the 2050 plan and economic development.

Jason Otto commented in favor of the Global Sight and Sound and commented on their proposal for Audio Video System and due diligence is needed on the Audio Visual item.

CONSENT AGENDA:

- A. Approval of Minutes February 1, 2021 Regular Village Board Meeting.
- B. Accounts payable/payroll
 - 1. January 29, 2021 Accounts Payable \$ 53,970.27
 - 2. February 5, 2021 Accounts Payable \$ 334,523.71
 - 3. February 2, 2021 Payroll (Hourly) \$ 246,846.08
 - 4. February 12, 2021 Accounts Payable \$ 194,446.82
 - 5. February 15, 2021 Payroll (Salary) \$ 100,398.71
 - 6. February 16, 2021 Payroll (Hourly) \$ 262,798.46

The following items were forwarded from **Public Works** with a unanimous recommendation.

- C. Replacement of Fire Station Generator Transfer Switch from Pieper Electric in an amount not to exceed \$17,600.
- D. Replacement of two Library Boilers from Johnson Controls in an amount not to exceed \$76,880.
- E. Purchase of Western Star Patrol Truck with Attachments from Truck Country / Burke Truck and Equipment in an amount not to exceed \$200,000.
- F. Purchase of 11' First Response System Salt Brine Pre-Treatment System from Casper's Truck Equipment in an amount not to exceed \$70,000.
- G. DF Tomasini Invoice in an amount of \$17,518 for the emergency repair of the watermain and valve installation on Carnegie Drive.
- H. Award the Wendy Lane / Division Road Watermain contract to Vinton Construction in an amount of \$309,359.25 with a 5% contingency of \$15,470, a total not to exceed \$324,839.25.
- I. Award CIPP Interceptor Lining and manhole rehabilitation project to Visu-Sewer in an amount not to exceed \$2,611,161.40.
- J. Purchase of Wastewater Utility Van from Badger Ford for amount not to exceed \$38,973.
- K. 2021 Village Labor and Equipment Rates.

Motion (Baum/Myers) to approve Consent agenda A-K. Trustee Wing requested to pull Item C, due to conflict of interest. Motion carried to approve consent agenda items A-K, without item C. Zabel commented that item H. water main extension letters have not went out to the residents. Roll Call vote carried unanimously.

Motion (Baum/Pieper) to approve Item C Replacement of Fire Station Generator Transfer Switch from Pieper Electric in an amount not to exceed \$17,600. Roll Call vote carried. Wing Abstained.

UNFINISHED BUSINESS:

- A. Conditional Use Permit Amendment for Kevin H. Behnke, Agent and Property Owner of the Apple Works Winery LLC - W179 N12536 Fond du Lac Avenue, to allow an expansion of the existing business to and use of the property as a venue for weddings and other events including: a 5,150 sqft building with seating capacity of 125 persons; an outdoor patio with 900-1,080 sqft covered shelter and outdoor fireplace; and a 35-50 vehicle parking lot.

Motion (Baum/Miller) to take the item off of the table. Motion carried unanimously.

The original motion as follows is in place and read by the Clerk.

Motion (Baum/Myers) to approve the Conditional Use Permit Amendment for Kevin H. Behnke, Agent and Property Owner of the Apple Works Winery LLC - W179 N12536 Fond du Lac Avenue, to allow an expansion of the existing business to and use of the property as a venue for weddings and other events including: a 5,150 sqft building with seating capacity of 125 persons; an outdoor patio with 900-1080 sqft covered shelter and outdoor fireplace; and a 35-50 vehicle parking lot.

The proposed failed amendments were reviewed:

Amendment Motion (Wing/Zabel) to add a condition of no music outside on entire outside site. Mr. Behnke will add air conditioning and an employee to watch. Music is mostly 2-5 pm. Adds an acoustical guitar or violin. Motion to amend failed.

Amendment Motion (Baum/Myers) to allow for non-amplified music such as acoustical guitars, acoustical violins, or string quartets to be allowed from 2 pm – 6 pm daily on the outdoor patio adjacent to the retail/tasting room added to include inside the tasting room. Motion to amend failed.

Motion (Zabel/Wing) No outside music is permitted at barn venue. The outdoor venue is for outside near the existing patio.

Zabel/Wing pulled their amendment motion from the January 4th meeting.

Amendment Motion (Zabel/Miller) to accept the changes in the new Conditional Use Permit

Discussion ensued of the conditions that have been updated. Associate Planner Zandt came to the podium to review the new items in the Conditional Use Permit. Specifics to each building were added. Condition #3 was added that the Conditional Use Permit is transferable to family only. Conditional #8 was added as no hard liquor for business purposes. In the event the owner would like hard liquor license, the owner would need to apply for an amendment. Condition #9 restricting additional access to the property, does not address traffic impact, records a deed restriction. Condition #10 concerns maximum property capacity of 200 persons at any one time, not including service staff. Condition #20 crossed out and replaced with #18, outdoor music will be permitted on the outdoor patio, between 12 pm and 6 pm only, Sunday – Thursday and from noon – 8:30 pm on Friday and Saturday. Discussion of Condition

#20 hours of operation limited to 6 a.m. – 9 p.m. Sunday – Thursday and 6a.m. and 11 p.m. on Fridays and Saturdays. Clean-up may take place between 11 p.m. and midnight on Friday and Saturdays.

Events are limited to 250 guests, no outside music. Discussion ensued of the limitation of guests. The maximum for the entire property not including staff at any one time is 200 people. Maximum wedding guests 150 not including staff.

Discussion ensued of parking. Additional parking spots for 40-50 will be added.

Discussion ensued of the windows to be closed as in item #22. Windows are 4x6 and do not open.

Discussion ensued of the level of music.

Mr. Behnke commented that the wine tasting will not change. There is a guitar and vocalist.

Discussion ensued of how to define family member.

Amendment Motion (Wing/Pieper) to add Windows to item #22, All venue building doors and windows must be closed while music is played inside the venue. Amendment Motion Carried Unanimously.

Distances to the neighbors and other buildings were reviewed and discussed.

The sound study was discussed.

Craig Schaefer, Sound Engineer, of Reidel & Associates reviewed the Sound Study Findings and sound levels.

The zoning and uses were discussed as consistent.

Discussion ensued of the Conditional Use and holding accountable with conditions of approval. The Conditional Use Permit could be revoked and would involve litigation.

Discussion ensued of a sound monitoring device inside the wedding venue that there be self check or evaluation to tell the band to turn it down the music. Sound system allows you to limit decibel at a certain decibel level. There is a limit in the sound system itself.

(Baum/Zabel) Add condition #27 that the applicant place monitoring devices at property line and inside the facility to assist with determining acceptable level of sound to the neighbors and after one year come back to the board to define the acceptable sound level. Rural decibel levels acceptable 55 day and 45 night. Amount of time duration to be five minute duration (as recommended by Craig Schaefer), five minutes is two songs. Amendment Motion carried. Myers voted no.

Final vote of Conditional Use permit as amended failed, 6-3. Baum, Kaminski, Miller voted aye; Hudson, Myers, Pieper, Wing and Zabel voted nay. Conditional use is not approved.

The Village Board took a two-minute recess.

PUBLIC HEARING:

A. None.

NEW BUSINESS:

A. Resolution 02-2021, Resolution Disallowing the Claim of Carol Vachalek for Water Damage.

Motion (Baum/Pieper) to approve Resolution 02-2021, Resolution Disallowing the Claim of Carol Vachalek for Water Damage.

Mrs. Vachalek came to the podium and gave history of the property water problems. Her packet was included in the packet. She reviewed the history and detail of her claim. Asking for someone to assist her to get through the insurance to get the money back. Letters from the insurance are included in the packet. She commented on the water problem from six years ago. Water went through basement and caused a lot of damage. Sump pump ran continuously. Village employees came out and took a sample of the water. The sample contained fluoride.

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between the Gerald M. Grosenick Revocable Trust (the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation, or its assigns (the "Buyer"). The "Effective Date" of this Agreement shall be the date on which it is fully executed by the last of Seller or Buyer.

ARTICLE I **AGREEMENT OF PURCHASE AND SALE**

1.1. Agreement of Purchase and Sale. For the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the tract of land containing approximately 5.2 acres located at N116 W15843 Main Street, Germantown, Wisconsin (Tax Key No. GTNV224965)(the "Land"), and all buildings, fixtures and other improvements located on the Land, together with all and singular the rights, privileges, hereditaments and appurtenances pertaining to such real property, including, but not limited to, any right, title and interest of Seller in and to any strips and gores adjoining such real property and in and to adjacent streets, roads, alleys, easements and rights-of-way and any and all mineral interests of whatever nature, producing or nonproducing, relating to said Land, including, but not limited to, rights of Seller under any and all oil and gas leases covering the Land.

1.2. Binding Acceptance. This Agreement is only binding upon the parties following execution by the Buyer as authorized by action of the Germantown Village Board.

ARTICLE II **PURCHASE PRICE**

2.1. Purchase Price. The purchase price to be paid for the Land (the "Purchase Price") shall be an amount equal to the product obtained by multiplying \$140,000 per acre by the total number of acres of Land shown on the final Survey (hereinafter defined) (the "Land"). The Purchase Price shall be payable in cash or other good funds at the Closing subject to such offsets and credits as described herein.

ARTICLE III **EARNEST MONEY**

3.1. Earnest Money; Amount and Payment. Not later than three (3) business days from the Effective Date, Buyer shall deliver, in cash or immediately available funds, the amount of Fifty Thousand and No/100 Dollars (\$50,000) (the "Earnest Money") to Knight Barry Title, Inc., 201 E. Pittsburgh Ave, Suite 200, Milwaukee, WI 53204 (the "Title Company"). The Title Company shall deposit the Earnest Money in an interest-bearing account acceptable to Buyer, with interest to accrue to the benefit of Buyer, and such interest does not become part of the Earnest Money but shall be distributed to Buyer from time to time upon Buyer's requests to the Title Company. The

Earnest Money, unless earlier returned to Buyer or delivered to Seller as herein provided, at Buyer's option either shall be applied to the Purchase Price or returned to Buyer at the Closing.

ARTICLE IV

PRE-CLOSING OBLIGATIONS AND CONDITIONS

4.1. Items to be Delivered by Seller. Within thirty (30) days after the date of execution of this Agreement, Seller shall provide Buyer with each of the following at Seller's sole cost and expense (the "Due Diligence Materials"):

- (a) Seller's current title policy for the Land;
- (b) A copy of the most recent survey (the "Survey") of the Land in Seller's possession, if any;
- (c) All applicable licenses, permits, zoning, development and governmental approvals received by the Seller (or, if requested but not yet received by Seller, copies of all applicable requests/applications and related documents), if any;
- (d) Environmental, soils, traffic and other pre-development reports in Seller's possession or control, if any;
- (e) Any other relevant documentation, such as tax abatement agreements, easement agreements, ground leases and the like, if applicable;
- (f) A list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Land (e.g., farmland preservation agreements, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, or comparable programs), along with the disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or presently deferred; and
- (g) Any and all written correspondence in Seller's possession relating to the Land.

ARTICLE V

TITLE REVIEW AND SURVEY

5.1. Title Review Period. Upon execution of this Agreement, Buyer shall order a current commitment for the issuance of an owner policy of title insurance to Buyer from the Title Company, including true, correct and legible copies of all instruments referred to in the commitment as conditions or exceptions to title to the Land, including items listed in Schedule C of the commitment (the "Title Commitment"). Buyer shall have until fifteen (15) days following the date of receipt of the Title Commitment (the "Title Review Period") in which to review the state of Seller's title to the Land. If the Title Commitment reflects or discloses any defect, exception or other matter affecting the Land that is unacceptable to Buyer for any reason whatsoever, then, prior to the expiration of the Title Review Period, Buyer may provide Seller with written notice of its objections (the "Title Defect Notice"). Seller shall use its reasonable efforts to remove or cure such objections to Buyer's satisfaction; provided, however, Seller shall in all events cause to be released at its sole expense all mortgages, deeds of trust and other liens affecting the Land. Seller shall notify Buyer in writing (the "Title Cure Notice"), within ten (10) days after Seller's receipt of the Title Defect

Notice, of those matters that Seller will or will not cure pursuant to its obligations in the immediately preceding sentence. If this Agreement is not terminated or is not deemed terminated by Buyer prior to the expiration of the Inspection Period (hereinafter defined), then any title exceptions which are shown on Schedule B of the Title Commitment, as finally amended or endorsed prior to the expiration of the Inspection Period (other than matters that Seller has agreed to cure or has indicated in the Title Cure Notice will be cured) shall be "Permitted Exceptions."

5.2. New Survey. Within sixty (60) days after the Effective Date, Buyer shall, at Buyer's sole cost and expense, obtain a new survey ("New Survey") of the Land made on the ground by a registered professional land surveyor. The New Survey shall contain the surveyor's certification of the Land Area together with those items necessary to cause the removal by the Title Company of standard exceptions 6, 7, and 8 on Schedule B, Part II of the Title Commitment.

ARTICLE VI **INSPECTION**

6.1. AS-IS. The Land is being sold in "As-Is" condition. Buyer accepts the Land in its present condition and acknowledges that Seller is not completing a real estate condition report.

6.2. ADDITIONAL EARNEST MONEY. An additional \$25,000.00 of earnest money shall be deposited with the title company upon expiration of the Buyer's Due Diligence Period, as defined below.

6.3. DUE DILIGENCE PERIOD. Buyer's Offer is contingent upon Buyer, at Buyer's sole expense, conducting and making such inspections, tests and studies as Buyer deems appropriate, including but not limited to: ALTA surveys, historical site assessments, environmental assessments, financial feasibility studies, local government requirements, zoning studies and/or approvals as required, and further, upon Buyer conducting any and all physical inspections of the Land. Buyer shall have 90 days from binding acceptance of the Offer to conduct and make such inspections, tests or studies ("Due Diligence Period"). Buyer and Buyer's agents shall be given full access to the Land at any and all reasonable times during the Due Diligence Period for the purpose of performing the above-referenced inspections and tests, provided that any and all invasive testing shall be subject to Seller's prior written consent and supervision, and depending on the extent of the invasive testing, Seller, in its sole discretion, may require Buyer to enter into a mutually agreeable access agreement. Seller's consent to such access agreement shall not unreasonably be withheld. If any inspection or test disturbs the Land and this transaction does not close, Buyer shall restore the applicable portions of the Land so disturbed to substantially the same condition as existed immediately before the inspection or test, all at Buyer's sole cost and expense. Buyer's obligation to restore such portions of the Land as set forth herein shall survive the termination or expiration of the Offer. Buyer shall indemnify and hold Seller harmless from any and all damages, losses, costs, claims of liability and actual attorney fees and litigation costs arising from and/or relating to any of the aforementioned activities upon the Land by Buyer.

Should Buyer determine during the Due Diligence Period that the Land is not satisfactory to Buyer for such reasons relating to restrictions on the use of the Land, matters related to title, survey,

zoning, structural engineering, environmental and/or environmental assessments or other matters adversely impacting the condition or value of the Land to Buyer, Buyer may, at Buyer's option, void this Offer and receive a full refund of the Earnest Money.

This contingency shall be deemed satisfied unless Buyer, within the Due Diligence Period, delivers written notice to Seller that the Offer is null and void pursuant to the terms of and conditions of this Due Diligence Period provision.

6.4. In the event of any termination of this Agreement, Buyer shall provide to Seller copies of the New Survey and any third-party inspection reports which Buyer has obtained regarding the Land as consideration for the entering into of this Agreement. Such copies shall be provided without warranty or representation on the part of Buyer. If Buyer is deemed to have terminated this Agreement as provided above, the Title Company shall immediately deliver the Earnest Money and any undistributed accrued interest to Buyer free of any claims by Seller, except that the Title Company shall deliver Twenty-Five Thousand Dollars (\$25,000) of the Earnest Money to Seller; and neither Seller nor Buyer thereafter shall have any further right or obligation under this Agreement unless expressly provided otherwise in this Agreement.

6.5. No Damage; Indemnification. Buyer expressly agrees as follows: (i) any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's designees onto the Land in connection with the Due Diligence Activities shall not damage the Land in any manner whatsoever or disturb or interfere with the rights or possession of any tenant on the Land; (ii) in the event the Land is altered or disturbed in any manner in connection with the Due Diligence Activities, Buyer shall immediately return the Land to the condition existing prior to the Due Diligence Activities; and (iii) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Buyer or Buyer's designees onto the Land.

6.6. Lien Waivers. Upon receipt of a written request from Seller, Buyer will provide Seller with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Seller. Buyer shall be bound by the same indemnification, defense, and hold harmless obligation as specified above in Section 6.2 with respect to any claims or demands for payment, or any liens or lien claims made against Seller or the Land, arising out of the Due Diligence Activities.

6.7. Insurance. Buyer shall, and shall cause all of Buyer's designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000, and deliver to Seller, upon Seller's request, a certificate of insurance evidencing that such insurance is in force and effect. Such insurance shall be maintained in force throughout the term of this Agreement.

ARTICLE VII
REPRESENTATIONS, WARRANTIES,
COVENANTS AND AGREEMENTS OF SELLER

7.1. Representations and Warranties. In order to induce Buyer to enter into this Agreement, Seller makes the following warranties and representations, which shall be true and correct as of the Effective Date and on the Closing Date:

- (a) Authority. Seller has full power and authority to enter into and perform this Agreement in accordance with its terms.
- (b) Title. Seller is the owner in fee simple of all of the Land.
- (c) Litigation. There is no litigation or proceeding pending or, to the best of Seller's knowledge, threatened against Seller or the Land.
- (d) Eminent Domain/Condemnation. No condemnation or eminent domain proceedings are now pending or threatened concerning the Land, and Seller has received no notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility or other taking which may affect the Land.
- (e) Foreign Investment and Real Land Tax Act. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes that are applicable to this transaction. Seller is not a "disregarded entity" and is considered the "transferor" for purposes of Section 1445 of the Internal Revenue Code. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amount as Buyer may be required to withhold to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.
- (f) Consents and Approvals: No Violation. Neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby will (i) require Seller to file or register with, notify or obtain any permit, authorization, consent or approval of any governmental, quasi-governmental or regulatory authority (except to the extent required by Seller to comply with the terms of this Section 7.1); (ii) conflict with or breach any provisions of the organizational documents of Seller; (iii) violate or breach any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument, commitment or obligation to which Seller is a party, or by which Seller, the Land or any of Seller's material assets may be bound; or (iv) violate any order, writ, injunction, decree, judgment, statute, law or ruling of any court or governmental authority applicable to Seller, the Land or any of Seller's material assets.
- (g) Compliance with Laws. There are no violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Land. The Land has direct access to a public right-of-way.
- (h) Contracts. Leases. There are no contracts, leases, or other agreements affecting the Land other than (i) those recorded in the office of the Register of Deeds of the

County in which the Land is located, and (ii) those which Seller delivers to Buyer pursuant to Section 4.1. All bills and other payments due from Seller with respect to the ownership, operation, and maintenance of the Land have been (or will be by Closing) paid in full, other than ad valorem real property taxes contemplated in Section 9.4.

- (i) No Outstanding Obligations. There will be no debts, liabilities or obligations of Seller with respect to the Land or for services, labor or material furnished to the Land (whether known, unknown, absolute, accrued, contingent, or of any other character) outstanding as of the Closing Date.
- (j) Bankruptcy. There are no attachments, executions, or assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by a pending or threatened action or suit against Seller or the Land.
- (k) No Parties in Possession: Leases. As of the Closing there will be no parties in possession of any portion of the Land as lessees, tenants at sufferance, trespassers or otherwise.
- (l) No Options. No person, firm or corporation or other entity has or at the Closing Date shall have any right or option to acquire all or any portion of the Land.
- (m) No Untrue Statement. Neither this Agreement nor any exhibit nor any written statement furnished or to be furnished by Seller to Buyer in connection with the transactions contemplated by this Agreement contains or will contain any untrue statement of material fact or omits or will omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Seller shall furnish to Buyer copies of any notice, claim, or demand received by Seller during the pendency of this Agreement that would materially change any representation given by Seller herein.

7.2. Covenants and Agreements. Seller and Buyer covenant and agree as follows:

- (a) From and after the Effective Date, Seller shall (i) maintain and operate the Land in its current state and condition; (ii) continue all insurance policies relative to the Land in full force and effect to the extent such insurance policies continue to be commercially available at commercially reasonable rates; (iii) perform, when due, all material obligations under any and all agreements relating to the Land and otherwise in accordance with applicable laws, ordinances, rules and regulations; (iv) not permit the introduction or storage of any Hazardous Materials on the Land; (v) not perform any grading or excavation, construction or removal of any improvement or make any other change or improvement upon or about the Land; (vi) not create or incur, or suffer to exist, any mortgage, lien, pledge or other encumbrance in any way affecting the Land, other than the lien for taxes not yet due and payable and existing liens to be released at the Closing; (vii) not commit any waste or nuisance upon the Land; (viii) not impose any easements, covenants, conditions or restrictions on the Land or institute or participate in any annexation, zoning, platting, dedication or other governmental action regarding the Land; (ix) not take any action or omit to take any action that would result in the violation of any of Seller's representations

- and warranties contained in this Agreement.
- (b) At the Closing, Seller shall deliver to Buyer an affidavit in compliance with Section 1445 of the Internal Revenue Code and applicable regulations stating, under penalty of perjury, Seller's United States taxpayer identification number and that Seller is not a "foreign person" as that term is defined in Section 1445.
 - (c) Notwithstanding any other provisions contained herein, Seller, from the Purchase Price proceeds or otherwise, shall pay and discharge all liens against the Land other than the lien for current taxes which are not yet due and payable such that title to the Land will be conveyed to Buyer free and clear of all liens other than the lien for current taxes which are not yet due and payable.
 - (d) Seller shall not, without the prior written consent of Buyer, enter into, transfer, encumber, amend, extend, modify or in any way alter any lease, contract or agreement which affects the Land (provided, however, Seller shall terminate all leases, if any, on or before Closing).
 - (e) Provided this Agreement has not been terminated, Seller shall promptly furnish Buyer with any and all notices concerning the Land that Seller receives from any and all appraisal districts, taxing authorities or any other governmental entities or of any litigation, arbitration or administrative hearing concerning the Land and any other material changes prior to Closing in any of the facts reflected in any statements, certificates, schedules, or other documents or any representation or warranties made or furnished by Seller in connection with this transaction. This covenant shall survive the Closing.

ARTICLE VIII

CONDITIONS PRECEDENT TO CLOSING

8.1. Conditions Precedent to Buyer's Performance. The obligation of Buyer to close the transaction described in this Agreement, unless waived in writing by Buyer, shall be subject to the following conditions precedent:

- (a) All the representations and warranties of Seller set forth in this Agreement shall be true and correct as of the date hereof and on the Closing Date.
- (b) Seller shall not have, on or prior to the Closing Date, failed to meet, comply with or perform any covenants or agreements of Seller required by the terms of this Agreement.
- (c) There shall be no change in the matters reflected on the Title Commitment from those matters appearing therein on the date of the expiration of the Inspection Period (except those changes requested by Buyer in its Title Defect Notice).
- (d) There shall be no judicial or administrative suit, action, investigation, inquiry or other proceeding by any person may have been instituted against the Land.
- (e) The environmental condition of the Land on the Closing Date shall not be materially different from the environmental condition existing as of the date of the expiration of the Inspection Period.
- (f) The Title Company must be committed to issue the Title Policy substantially in the form required by Section 9.2(c) with respect to the Land.

In the event that any of the above conditions are not satisfied or waived in writing by Buyer prior to the Closing, Buyer may terminate this Agreement by delivery of a written termination notice to Seller on or before the Closing Date, in which event of termination, the Earnest Money and any undistributed accrued interest shall be distributed to Buyer free of any claim by Seller, and neither party thereafter shall have any further rights or obligations to each other under this Agreement (except for any liability that Seller may have to Buyer for Seller's breach of its representations, warranties and covenants contained in this Agreement, and except as otherwise expressly provided in this Agreement). If Buyer proceeds with the Closing, then Buyer shall be deemed to have waived its objections; provided, however, if Seller intentionally breaches a representation or warranty contained in Section 7.1. then in such event Buyer shall be entitled to pursue against Seller a suit for actual, direct damages caused by such breach.

ARTICLE IX

CLOSING

9.1. Time and Place. The sale and purchase of the Land shall be completed at a closing (the "Closing") to be held at the offices of the Title Company. The Closing shall occur on the date (the "Closing Date") that is ten (10) days after the expiration of the Due Diligence Period on an earlier date designated by Buyer (provided that Buyer gives Seller at least five (5) days' advance written notice of such earlier designated date). Time is of the essence as to the closing date unless waived in writing by Seller.

9.2. Items to be Delivered by Seller at the Closing. At the Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, each of the following items:

- (a) A warranty deed (the "Deed") duly executed and acknowledged by Seller granting, conveying and warranting unto Buyer good and indefeasible fee simple title to the Land, free and clear of any liens, encumbrances, easements or other matters affecting title to the Land except the Permitted Exceptions.
- (b) An owner's policy of title insurance (the "Title Policy") issued by the Title Company on the standard form in use in the state where the Land is located, naming the Buyer as the insured, in the amount of the Purchase Price, effective as of the date of recording Deed, subject only to the Permitted Exceptions, taxes not yet due and payable (as applicable) and those matters set forth in the "Exclusions from Coverage" and "Conditions and Stipulations" sections of the Title Policy (or the equivalent thereof in the particular state), with such endorsements and modifications to the promulgated policy form as may have been requested by Buyer and agreed to by the Title Company.
- (c) An owner's affidavit in form acceptable to the Title Company and any other affidavit required by the Title Company to close this Agreement and issue the Title Policy.
- (d) Such evidence or other documents that may be reasonably required by Buyer or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of the Seller in connection with the sale of the Land.

- (e) Seller's affidavit as required by 7.2(b).
- (f) A closing statement in form and content satisfactory to Seller and Buyer (the "Closing Statement") signed by Seller.
- (g) Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the transaction contemplated hereby and to carry out the intent and purposes of this Agreement provided the same are commercially reasonable and do not require disclosure of proprietary information.

9.3. Items to be Delivered by Buyer at the Closing. At the Closing, Buyer shall deliver, or cause to be delivered, to Seller:

- (a) the Purchase Price as set forth in Section 2.1.
- (b) The Closing Statement, signed by Buyer.
- (c) Such additional assignments, instruments and documents appropriate to be executed and delivered by Buyer as may be reasonably necessary to complete the transaction contemplated hereby and to carry out the intent and purposes of this Agreement provided the same are commercially reasonable and do not require disclosure of proprietary information.

9.4. Closing Costs. Seller shall pay any expenses Seller might incur in connection with its election to remove objections to title, expenses Seller might incur in connection with its obligation to terminate any service agreements or leases, any title examination costs, title premiums or fees, the commission to Brokers in accordance with Section 11.8, the cost of the issuance of the Title Policy, one hundred percent (100%) of any transfer and recordation taxes in connection with the sale, one-half (1/2) of any escrow charges, the cost of recording any instruments required to discharge any liens or encumbrances against the Land required to be discharged at Closing, and any apportionment to be made pursuant to Section 9.5. Buyer shall pay all Buyer's legal fees, the costs of any endorsements requested by Buyer to the Title Policy, the cost of the New Survey and one-half (1/2) of any escrow charges. Except as otherwise provided herein, each party shall pay its share of all other closing costs as is normally paid by a seller or buyer, respectively, in a transaction of this character in the county where the Land is located.

9.5. Adjustments and Prorations. At Closing, the following items shall be adjusted or prorated between Seller and Buyer:

- (a) Ad valorem taxes for the Land for the year in which the Closing occurs shall be prorated as of the Closing Date, and Seller shall pay to Buyer in cash at the Closing Seller's pro rata portion of such taxes. Seller's pro rata portion of such taxes shall be based upon taxes actually assessed for the current calendar year or, if for any reason such taxes for the Land have not been actually assessed, such proration shall be based upon the amount of such taxes for the immediately preceding calendar year. All special taxes or assessments approved or assessed prior to the Closing Date shall be paid by Seller. Seller shall pay when due, and indemnify and hold Buyer harmless from, any subsequent tax assessment of the Land for periods prior to the Closing Date due to changes in land usage or ownership.

9.6. Right to Possession. At the Closing, Buyer shall have full and unrestricted right to possession of the Land and Seller will do such acts, execute such instruments and take such action as may be appropriate or required to assure to Buyer uninterrupted and full possession of the Land immediately following the Closing.

ARTICLE X

REMEDIES UPON DEFAULT

10.1. Default by Seller. In the event that Seller fails to comply with any condition, covenant or obligation it has hereunder, and such default continues for a period of ten (10) business days after written notice to Buyer, Buyer shall have the right either: (i) to terminate this Agreement by giving written notice thereof to Seller, whereupon neither party shall have any further rights or obligations under this Agreement unless expressly provided otherwise in this Agreement and the Title Company immediately shall deliver the Earnest Money and any undistributed accrued interest to Buyer, free of any claims by Seller; (ii) to enforce specific performance of Seller's obligations under this Agreement; and/or (iii) to exercise any other right or remedy Buyer may have at law or in equity by reason of Seller's default including the recovery of attorneys' fees incurred by Buyer in connection therewith. This provision shall survive the Closing or any termination of this Agreement.

10.2. Default by Buyer. In the event all conditions of this Agreement are satisfied and all covenants and agreements to be performed by Seller prior to Closing are fully performed, and in the event that performance of this Agreement is fully tendered by Seller and the sale is not consummated through default by Buyer, and such default continues for a period of ten (10) business days after written notice to Buyer, then Seller's sole and exclusive remedy shall be to terminate this Agreement by giving written notice thereof to Buyer, whereupon neither party hereto shall have any further rights or obligations under this Agreement, and the Title Company shall deliver the Earnest Money plus any undistributed accrued interest to Seller, free of any claims by Buyer, as liquidated damages. The Earnest Money is a good faith estimate of actual damages that Seller would suffer and shall be liquidated damages for default of Buyer in failing to consummate this Agreement because of the difficulty, inconvenience and uncertainty of ascertaining Seller's actual damages for Buyer's default.

ARTICLE XI

MISCELLANEOUS

11.1. Notices. All notices, demands or other communications given in connection with or required under this Agreement must be in writing and delivered to the person to whom it is directed; notices, demands or other communications not given in the manner set forth in this Section 11.1 shall be void and of no effect. Notices, demands or other communications may be given by (a) overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, (b) electronic mail, in which case notice shall be deemed delivered upon transmission of such notice provided that an original of

such facsimile is also sent to the addressee by U.S. Mail or by the means described in clauses (a) or (c), or (c) personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

TO SELLER:

Gerald M. Grosenick, Trustee
Gerald M. Groesnick Revocable Trust
206 Fernandina Street
Fort Pierce, FL 34949
gr8rib@gmail.com

TO BUYER:

Village Administrator
Village of Germantown
N112 W17001 Mequon Road
Germantown WI 53022
skreklow@germantownwi.gov

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other parties entitled to receive notices written notice of such change of address.

11.2. Agreement to Survive. Any and all representations, warranties, covenants and agreements contained herein shall not be deemed to be merged into or waived by the instruments of the Closing but shall expressly survive the Closing.

11.3. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. This Agreement may be assigned by the Buyer to any person, firm, corporation, or other entity which the Buyer, at its sole discretion, may choose. If Buyer so assigns its rights to this Agreement, such assignment shall release Buyer from all liability hereunder accruing after the date of such assignment without the necessity of further documentation.

11.4. Applicable Law; Interpretation. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The descriptive headings contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions.

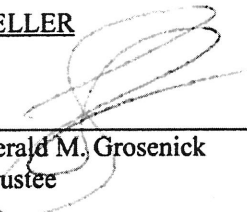
11.5. Amendment. This Agreement may not be modified or amended, except by an agreement in writing signed by the Seller and the Buyer. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

11.6. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this Agreement, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

11.7. Brokers. Each party represents and warrants to the other that no brokers or finders have been engaged by it, respectively, in connection with the transaction contemplated by this Agreement or, to its knowledge, is in any way connected with this transaction. In the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then each party shall indemnify, save and hold harmless and defend the other party from and against such claim if it shall be based upon any statement or representation or agreement made by or allegedly made by the indemnifying party. This indemnity shall survive the Closing or termination of this Agreement.

11.8. Miscellaneous. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted by electronically shall be deemed effective for all purposes. In the event that any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SELLER



Gerald M. Grosenick
Trustee

11/29/22

Date

BUYER

ATTEST:

Dean M. Wolter
Village President

Date

Deanna Braunschweig
Village Clerk

WB-15 COMMERCIAL OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** November 15, 2022 **[DATE] IS (AGENT OF BUYER)**

2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Village of Germantown, a Wisconsin municipal corporation, or its assigns _____,

4 offers to purchase the Property known as _____

5 W157N11593 Fond du Lac Ave, Germantown, WI 53022 (Tax Key No. GTNV 224009)

6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-

7 650, or attach as an addendum per line 676] in the Village of Germantown, County

8 of Washington Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Four Hundred Fifty Thousand and No/100-----

10 ----- Dollars (\$ 450,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: None

13 _____

14 _____

15 _____

16 All personal property included in purchase price will be transferred by bill of sale or _____

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**

18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

20 lines 12-15) and the following: None

21 _____

22 _____

23 _____

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**

25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to

27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without

28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but

29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;

30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;

31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage

32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler

33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and

34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

37 on or before December 1, 2022. Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

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

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

41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on See attached Addendum A

45 _____ at the place selected by Seller,

46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state

47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

51 **transfer instructions.**

52 **EARNEST MONEY**

53 ■ EARNEST MONEY of \$ None accompanies this Offer.

54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ EARNEST MONEY of \$ \$25,000 will be mailed, or commercially, electronically

56 or personally delivered within 5 days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
58 Knight Barry Title, as identified in Addendum A) **STRIKE THOSE NOT APPLICABLE**

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

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

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated to be provided and a Real Estate Condition Report, if applicable, dated
94 to be provided, ~~which was/were received by Buyer prior to Buyer signing this Offer and~~ which is/are made a part of this
95 offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____

96 _____
97 _____
98 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within 120 days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: potential commercial/residential development

182 _____
183 _____ **[insert proposed use and type and**
184 **size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

185 ☒ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 ☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☒ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: commercial/residential redevelopment

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 ☒ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 ☒ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)~~(Seller)~~ **STRIKE ONE** ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** ☒ rezoning; ☒ conditional use permit;
200 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.
201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 120 days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) ~~(Seller providing)~~ **STRIKE ONE** ("Seller
204 providing" if neither is stricken) a ALTA/NSPS Land Title Survey survey
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within 60 days ("30" if left blank) after acceptance, at (Buyer's)
207 (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of 0.4 acres,
208 maximum of 0.5 acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: those items necessary to cause the
210 removal by the Title Company of standard exceptions 6, 7, and 8 on Schedule B, Part II of the Title Commitment.

211 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
217 **to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within 30 days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

227 ☒ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

228 ☒ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.

230 ☒ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☒ Rent roll.

233 ☐ Other _____

234 _____

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☒ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (~~Seller's~~) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 120 days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

262 ■ **RIGHT TO CURE:** Seller (~~shall~~) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.
263 If Seller has the right to cure, Seller may satisfy this contingency by:

264 (1) delivering written notice to Buyer within ____ ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;

266 (2) curing the Defects in a good and workmanlike manner; and

267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

270 (1) Seller does not have a right to cure; or

271 (2) Seller has a right to cure but:

272 (a) Seller delivers written notice that Seller will not cure; or

273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

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

This contingency shall be deemed satisfied unless Buyer, within 120 days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

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

For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ RIGHT TO CURE: Seller (~~shall~~)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) 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; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described

below, within _____ days after 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 \$ _____. Buyer acknowledges that lender's

required 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 shall not include a prepayment premium. Buyer agrees

to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached

per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly

apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow

lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any 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 358 or 359.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial 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 _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** 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 a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment 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.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under 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, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and 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 COMMITMENT** Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:~~

~~(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or~~

~~(2) _____~~

~~_____ [Specify documentation Buyer agrees to deliver to Seller].~~

~~If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment 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 commitment contingency.~~

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon 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 stated on line 1 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 after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
417 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

423 N/A **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and _____
433 _____.

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

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

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

437 ☒ **XX** The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
439 APPLIES IF NO BOX IS CHECKED.

440 ☐ Current assessment times current mill rate (current means as of the date of closing).

441 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
443 ☐

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

448 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 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
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 None
461 _____

462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
467 **making improvements to Property or a use other than the current use.**

468 **■ TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
471 lender and recording the deed or other conveyance.

472 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

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

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) **STRIKE ONE** lease(s), if any, are to be provided by Seller within 15 days of acceptance

503 _____
504 _____ Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 **XX** **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than 7 days ("7" if left blank) before closing, estoppel
506 letters dated within 15 days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
530 this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
535 **building or room dimensions, if material.**

DISTRIBUTION OF INFORMATION

Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

MAINTENANCE

Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING

If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH

Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY

Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT

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

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

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

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

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

ENTIRE CONTRACT

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

NOTICE ABOUT SEX OFFENDER REGISTRY

You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)

Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
654 result of the exchange.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 658-673.

☐ (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 660 or 661.

Name of Seller's recipient for delivery, if any: Gerald M. Grosenick

Name of Buyer's recipient for delivery, if any: Steven Kreklow

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

Seller: () Buyer: ()

☒ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 669 or 670.

☒ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller: N119W17739 Cove Lane, Germantown, WI 53022

Address for Buyer: N112 W17001 Mequon Road, Germantown, WI 53022

☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

Email Address for Seller: gr8rib@gmail.com

Email Address for Buyer: skreklow@germantownwi.gov

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

☒ **ADDENDA**: The attached Addendum A is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Brian C. Sajdak, Village Attorney (SBN 1027287)

Buyer Entity Name (if any): Village of Germantown

(x) _____
Buyer's/Authorized Signature ▲ Print Name/Title Here ► Dean M. Wolter, President Date ▲

(x) _____
Buyer's/Authorized Signature ▲ Print Name/Title Here ► Deanna Braunschweig, Clerk Date ▲

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

Seller Entity Name (if any): Gerald M. Grosenick Revocable Trust

(x) _____
Seller's/Authorized Signature ▲ Print Name/Title Here ► Gerald M. Grosenick, Trustee Date ▲

(x) _____
Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

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

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

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

The Offer to Purchase dated 11/15/2022 and signed by Buyer Village of Germantown
for purchase of real estate at W157N11593 Fond du Lac Ave., Germantown, WI
53022 (Tax Key No. GTNV 224009) is rejected and the following Counter-Offer is hereby made.

CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple counter-proposal unless incorporated by reference.

All terms and conditions remain the same as stated in the Offer to Purchase except the following:

Line 44. Addendum A to Offer is hereby amended as follows:

Article I Sec. 1.2 is deleted in its entirety.

Article II Sec. 2.1(f) is deleted in its entirety.

Article IV Sec. 4.1 is deleted in its entirety.

Article V Sec. 5.1(m) and (n) are deleted in their entirety.

Article V Sec. 5.2(f) is deleted in its entirety.

Article VI Secs. 6.1(g) (h) and (i) are deleted in their entirety.

Article VI - the last paragraph - that part of lines 8-11 relating to conditions 6.1(g) and (h) are deleted.

Article IX Sec. 9.1 shall be amended to show Seller's correct mailing address:

206 Fernandina Street, Fort Pierce, FL 34949

Line 44 is hereby amended to read "...to be closed within 10 days after completion of Buyer's Due Diligence Period."

Lines 91-173 are hereby deleted.

Line 176 is hereby amended to read "...within 30 days after acceptance, ..."

Lines 190-195 are hereby deleted.

Lines 198-202 are hereby deleted.

Lines 404-415 are hereby deleted.

Line 620 is hereby amended to read: "See attached Seller's Addendum."

The attached Seller's Addendum is/are made part of this Counter-Offer.

Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making the Counter-Offer on or before December 7, 2022 (Time is of

the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Counter-Offer.

NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as provided at lines 30-32.

This Counter-Offer was drafted by Lisle W. Blackbourn, Godfrey Law Office on 11/30/2022
Licensee and Firm ▲ Date ▲

(x) Buyer's Signature ▲ Dean M. Wolter, President Date ▲
Print name ► Village of Germantown

(x) Buyer's Signature ▲ Deanna Braunschweig, Date ▲
Print name ► Village of Germantown Clerk

(x) Seller's Signature ▲ Date ▲ 11/29/22
Print name ► Gerald M. Grosenick, Trustee,
Gerald M. Grosenick Revocable Trust

This Counter-Offer was presented by Lisle W. Blackbourn, Godfrey Law Office on 11/30/2022
Licensee and Firm ▲ Date ▲

This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____

NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

**SELLER'S ADDENDUM TO
SELLER'S COUNTEROFFER NO. 1**

This Seller's Addendum to Seller's Counteroffer No. 1 is incorporated by reference and made a part of Seller's Counteroffer No. 1 to Buyer's Commercial Offer to Purchase dated November 15, 2022 for the purchase of real estate located at W157N11593 Fond du Lac Avenue, Germantown, WI 53022 (Tax Key No. GTNV 224009) (the "Property"). In case of any inconsistency between the provisions of this Seller's Addendum and the other terms of the Offer, the provisions of this Seller's Addendum shall govern and control.

AS-IS. The Property is being sold in "As-Is" condition. Buyer accepts the Property in its present condition and acknowledges that Seller is not completing a real estate condition report.

ADDITIONAL EARNEST MONEY. An additional \$25,000.00 of earnest money shall be deposited with the title company upon expiration of the Buyer's Due Diligence Period, as defined below.

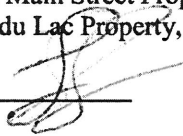
DUE DILIGENCE PERIOD. Buyer's Offer, as amended by Seller's Counteroffer No. 1 and by this Seller's Addendum is contingent upon Buyer, at Buyer's sole expense, conducting and making such inspections, tests and studies as Buyer deems appropriate, including but not limited to: ALTA surveys, historical site assessments, environmental assessments, financial feasibility studies, local government requirements, zoning studies and/or approvals as required, and further, upon Buyer conducting any and all physical inspections of the Property. Buyer shall have 90 days from binding acceptance of the Offer to conduct and make such inspections, tests or studies ("Due Diligence Period"). Buyer and Buyer's agents shall be given full access to the Property at any and all reasonable times during the Due Diligence Period for the purpose of performing the above-referenced inspections and tests, provided that any and all invasive testing shall be subject to Seller's prior written consent and supervision, and depending on the extent of the invasive testing, Seller, in its sole discretion, may require Buyer to enter into a mutually agreeable access agreement. Seller's consent to such access agreement shall not unreasonably be withheld. If any inspection or test disturbs the Property and this transaction does not close, Buyer shall restore the applicable portions of the Property so disturbed to substantially the same condition as existed immediately before the inspection or test, all at Buyer's sole cost and expense. Buyer's obligation to restore such portions of the Property as set forth herein shall survive the termination or expiration of the Offer. Buyer shall indemnify and hold Seller harmless from any and all damages, losses, costs, claims of liability and actual attorney fees and litigation costs arising from and/or relating to any of the aforementioned activities upon the Property by Buyer.

Should Buyer determine during the Due Diligence Period that the Property is not satisfactory to Buyer for such reasons relating to restrictions on the use of the Property, matters related to title, survey, zoning, structural engineering, environmental and/or environmental assessments or other matters adversely impacting the condition or value of the Property to Buyer, Buyer may, at Buyer's option, void this Offer and receive a full refund of the Earnest Money.

This contingency shall be deemed satisfied unless Buyer, within the Due Diligence Period, delivers written notice to Seller that the Offer is null and void pursuant to the terms of and conditions of this Due Diligence Period provision.

PURCHASE AND SALE OF OTHER PROPERTY. This Offer is contingent upon Buyer separately closing on and purchasing from Seller approximately 5.2 acres of land located at N116W15843 Main Street, Germantown, WI (Tax Key No. GTNV224965) ("Main Street Property") prior to or simultaneously with Buyer's closing on the purchase of the Property which is the subject of this Offer, located at W157N11593 Fond du Lac Ave. Germantown, WI. (Tax Key No. GTNV224009) ("Fond du Lac Property") If Buyer fails or refuses to separately close on and purchase the Main Street Property prior to or simultaneously with Buyer's closing on the purchase of the Fond du Lac Property, this Offer shall be null and void.

SELLER'S INITIALS: _____



BUYER'S INITIALS: _____

BUSINESS OF THE GENERAL GOVERNMENT & FINANCE COMMITTEE

MEETING DATE: November 21, 2022

PLACEMENT: New Business

ITEM TITLE: 2023 Non-Union Merit Pool

SUBMITTED BY: Erin M. Hirn, Support Services Manager

SUMMARY EXPLANATION:

In the 2023 budget that will be before the Village Board today, there is a 2% merit adjustment included for base increase. In addition, Administration is recommending that \$200,000 from 2021-year end surplus for one-time bonuses to cover 62 full time employees and 26 permanent part-time employees. The performance review evaluation process would be used to make the final wage increase determination. The request is to review and approve the table below establishing the parameters for merit-based pay increases for this year.

Evaluation Score	Max Base Pay Increase	Max One-time Bonus
0-1.5	0.00%	0.00%
1.6-2.5	1.00%	1.50%
2.6-3.5	2.00%	2.50%
3.6-4.5	3.00%	3.50%
4.6-5	4.00%	5.50%

ACTION BY Committee

- Recommendation to the Village Board to approve 2023 Merit Pay Parameters .

ADDENDUM A
TO COMMERCIAL OFFER TO PURCHASE BETWEEN
VILLAGE OF GERMANTOWN AND GERALD M. GROSENICK REVOCABLE TRUST

This Addendum is made part of the WB-15 Commercial Offer to Purchase dated November 15, 2022 (the “Offer”), attached hereto, between the Village of Germantown (“Buyer”) and Gerald M. Grosenick Revocable Trust (“Seller”) for the property located at W157N11593 Fond du Lac Ave, Germantown, WI 53022 (Tax Key No. GTNV 224009)(the “Property”). If any term or provision of this Addendum A conflicts or is inconsistent with any term or provision of the Offer, this Addendum A shall control.

ARTICLE I
GENERAL PROVISIONS

1.1 **Binding Acceptance; Effective Date.** This Agreement is only binding upon the parties following execution by the Buyer as authorized by action of the Germantown Village Board. The Effective Date shall be the day that the Offer is accepted and signed by the Seller following said Village Board authorization.

1.2 **Financing Contingency.** This Offer is contingent upon Buyer obtaining sufficient bonding in Buyer’s 2023 bond issuance to finance the Purchase Price and all other planned capital improvement projects for which bonding is sought. Buyer shall take all necessary steps to ensure that the Purchase Price is included in Buyer’s 2023 bond issuance. In the event that Buyer is unable to secure financing for the purchase, Seller’s sole remedy shall be to retain the full earnest money as liquidated damages.

1.3 **Earnest Money; Amount and Payment.** Not later than three (3) business days from the Effective Date, Buyer shall deliver, in cash or immediately available funds, the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000) (the “Earnest Money”) to Knight Barry Title, Inc., 201 E. Pittsburgh Ave, Suite 200, Milwaukee, WI 53204 (the “Title Company”). The Title Company shall deposit the Earnest Money in an interest-bearing account acceptable to Buyer, with interest to accrue to the benefit of Buyer, and such interest does not become part of the Earnest Money but shall be distributed to Buyer from time to time upon Buyer’s requests to the Title Company. The Earnest Money, unless earlier returned to Buyer or delivered to Seller as herein provided, at Buyer’s option either shall be applied to the Purchase Price or returned to Buyer at the Closing.

ARTICLE II
PRE-CLOSING OBLIGATIONS AND CONDITIONS

2.1 **Items to be Delivered by Seller.** Within fifteen (15) days after the date of execution of this Agreement, Seller shall provide Buyer with each of the following at Seller's sole cost and expense (the “Due Diligence Materials”):

- (a) Seller's current title policy for the Property;

- (b) A copy of the most recent survey (the "Survey") of the Property in Seller's possession, if any;
- (c) All applicable licenses, permits, zoning, development and governmental approvals received by the Seller (or, if requested but not yet received by Seller, copies of all applicable requests/applications and related documents), if any;
- (d) Environmental, soils, traffic and other pre-development reports in Seller's possession or control, if any;
- (e) Any other relevant documentation, such as tax abatement agreements, easement agreements, leases and the like, if applicable;
- (f) A written Disclosure Report that shall disclose any known Conditions Affecting the Property or Transaction; and
- (g) Any and all written correspondence in Seller's possession relating to the Property.

ARTICLE III

TITLE REVIEW AND SURVEY

3.1 **Title Review Period.** Upon execution of this Agreement, Buyer shall order a current commitment for the issuance of an owner policy of title insurance to Buyer from the Title Company, including true, correct and legible copies of all instruments referred to in the commitment as conditions or exceptions to title to the Land, including items listed in Schedule C of the commitment (the "Title Commitment"). Buyer shall have until twenty (20) days following the date of receipt of the Title Commitment (the "Title Review Period") in which to review the state of Seller's title to the Property. If the Title Commitment reflects or discloses any defect, exception or other matter affecting the Property that is unacceptable to Buyer for any reason whatsoever, then, prior to the expiration of the Title Review Period, Buyer may provide Seller with written notice of its objections (the "Title Defect Notice"). Seller shall use its reasonable efforts to remove or cure such objections to Buyer's satisfaction; provided, however, Seller shall in all events cause to be released at its sole expense all mortgages, deeds of trust and other liens affecting the Property. Seller shall notify Buyer in writing (the "Title Cure Notice"), within ten (10) days after Seller's receipt of the Title Defect Notice, of those matters that Seller will or will not cure pursuant to its obligations in the immediately preceding sentence. If this Agreement is not terminated or is not deemed terminated by Buyer prior to the expiration of the Inspection Period (hereinafter defined), then any title exceptions which are shown on Schedule B of the Title Commitment, as finally amended or endorsed prior to the expiration of the Inspection Period (other than matters that Seller has agreed to cure or has indicated in the Title Cure Notice will be cured) shall be "Permitted Exceptions."

3.2 **New Survey.** Within sixty (60) days after the Effective Date, Buyer shall, at Buyer's sole cost and expense, obtain a new survey ("New Survey") of the Land made on the ground by a registered professional land surveyor. The New Survey shall contain the surveyor's certification of the Land Area together with those items necessary to cause the removal by the Title Company of standard exceptions 6, 7, and 8 on Schedule B, Part II of the Title Commitment.

ARTICLE IV

INSPECTION

4.1 **Inspection Period.** Commencing on the Effective Date and expiring on the date that is 120 days after the Effective Date (the “Inspection Period”), Buyer and its agents, contractors and designees shall have the right to physically inspect and review the Property in any manner deemed relevant by the Buyer to determine whether the Property is suitable for Buyer’s needs, which may include, but is not limited to, inspections, testing and review of soil conditions, engineering characteristics, utilities, access, title, zoning, leasing or sale prospects, creation of a tax increment district that includes the property and Buyer’s determination whether or not re-development of the Property is feasible (collectively the “Due Diligence Activities”). Notwithstanding the foregoing, Buyer shall not as part of the Due Diligence Activities conduct any Phase II environmental assessment on the Property without the prior written consent of Seller. It is acknowledged and agreed by Seller that no examination by Buyer, its representatives, agents or contractors shall be deemed to constitute a waiver or relinquishment on the part of Buyer of its right to rely on the covenants, representations, warranties or agreements made by Seller in this Agreement. In the event that Buyer, in its sole and absolute discretion and for any reason whatsoever, including for no reason, determines that the Property is not suitable for its needs, then Buyer may terminate this Agreement at any time prior to expiration of the Inspection Period by giving a written termination notice to Seller. Notwithstanding the above notice of termination provision, it shall be conclusively deemed that Buyer has determined that the Property is not suitable for its needs and that Buyer has terminated this Agreement pursuant to this Section 4.1 unless, on or prior to the expiration of the Inspection Period, Buyer delivers to Seller written notice that Buyer has elected to waive its right to terminate this Agreement under this Section 4.1. If Buyer delivers the termination notice referenced above or if Buyer is deemed to have terminated this Agreement as provided above, the Title Company shall immediately deliver the Earnest Money and any undistributed accrued interest to Buyer free of any claims by Seller, except that the Title Company shall deliver Five Thousand Dollars (\$5,000) of the Earnest Money to Seller; and neither Seller nor Buyer thereafter shall have any further right or obligation under this Agreement unless expressly provided otherwise in this Agreement. In the event of any termination of this Agreement, other than a termination by reason of Seller’s default, Buyer shall provide to Seller copies of the New Survey and any third-party inspection reports which Buyer has obtained regarding the Property as consideration for the entering into of this Agreement. Such copies shall be provided without warranty or representation on the part of Buyer. Buyer shall have the right to extend the Inspection Period for one additional period of up to 90 days by providing written notice to the Seller. If Buyer delivers the termination notice referenced above during the extended Inspection Period or if Buyer is deemed to have terminated this Agreement as provided above, the Title Company shall immediately deliver the Earnest Money and any undistributed accrued interest to Buyer free of any claims by Seller, except that the Title Company shall deliver Ten Thousand Dollars (\$10,000) of the Earnest Money to Seller; and neither Seller nor Buyer thereafter shall have any further right or obligation under this Agreement unless expressly provided otherwise in this Agreement.

4.2 **No Damage; Indemnification.** Buyer expressly agrees as follows: (i) any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyers’s designees

onto the Property in connection with the Due Diligence Activities shall not damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant on the Property; (ii) in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Buyer shall immediately return the Property to the condition existing prior to the Due Diligence Activities; and (iii) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Buyer or Buyer's designees onto the Property.

4.3 Lien Waivers. Upon receipt of a written request from Seller, Buyer will provide Seller with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Seller. Buyer shall be bound by the same indemnification, defense, and hold harmless obligation as specified above in Section 4.2 with respect to any claims or demands for payment, or any liens or lien claims made against Seller or the Property, arising out of the Due Diligence Activities.

4.4 Insurance. Buyer shall, and shall cause all of Buyer's designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000, and deliver to Seller, upon Seller's request, a certificate of insurance evidencing that such insurance is in force and effect. Such insurance shall be maintained in force throughout the term of this Agreement.

ARTICLE V

REPRESENTATIONS. WARRANTIES.

COVENANTS AND AGREEMENTS OF SELLER

5.1 Representations and Warranties. In order to induce Buyer to enter into this Agreement, Seller makes the following warranties and representations, which shall be true and correct as of the Effective Date and on the Closing Date:

- (a) Authority. Seller has full power and authority to enter into and perform this Agreement in accordance with its terms.
- (b) Title. Seller is the owner in fee simple of all of the Property.
- (c) Litigation. There is no litigation or proceeding pending or, to the best of Seller's knowledge, threatened against Seller or the Property.
- (d) Eminent Domain/Condemnation. No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.
- (e) Foreign Investment and Real Property Tax Act. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes that are applicable to this transaction. Seller is not a

“disregarded entity” and is considered the “transferor” for purposes of Section 1445 of the Internal Revenue Code. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amount as Buyer may be required to withhold to satisfy any of Buyer’s tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

- (f) Consents and Approvals: No Violation. Neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby will (i) require Seller to file or register with, notify or obtain any permit, authorization, consent or approval of any governmental, quasi-governmental or regulatory authority (except to the extent required by Seller to comply with the terms of this Section 5.1); (ii) conflict with or breach any provisions of the organizational documents of Seller; (iii) violate or breach any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument, commitment or obligation to which Seller is a party, or by which Seller, the Property or any of Seller’s material assets may be bound; or (iv) violate any order, writ, injunction, decree, judgment, statute, law or ruling of any court or governmental authority applicable to Seller, the Property or any of Seller’s material assets.
- (g) Compliance with Laws. There are no violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Property. The Property has direct access to a public right-of-way.
- (h) Contracts. Leases. There are no contracts, leases, or other agreements affecting the Property other than (i) those recorded in the office of the Register of Deeds of the County in which the Property is located, and (ii) those which Seller delivers to Buyer pursuant to Section 2.1. All bills and other payments due from Seller with respect to the ownership, operation, and maintenance of the Property have been (or will be by Closing) paid in full, other than ad valorem real property taxes contemplated in Section 7.4.
- (i) No Outstanding Obligations. There will be no debts, liabilities or obligations of Seller with respect to the Property or for services, labor or material furnished to the Property (whether known, unknown, absolute, accrued, contingent, or of any other character) outstanding as of the Closing Date.
- (j) Bankruptcy. There are no attachments, executions, or assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by a pending or threatened action or suit against Seller or the Property.
- (k) No Parties in Possession: Leases. As of the Closing there will be no parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers or otherwise except for those tenants identified in the lease(s) provided pursuant to Section 2.1.
- (l) No Options. No person, firm or corporation or other entity has or at the Closing Date shall have any right or option to acquire all or any portion of the Property.

- (m) Disclosure Report. Except for any condition disclosed on the Disclosure Report provided by Seller pursuant to Section 2.1(f), Seller has no notice of knowledge of any condition on the Property that would have a significant adverse effect on the value of the Property, would significantly impair the health or safety of future occupants of the Property, or would, if not repaired, removed, or replaced, significantly shorten or adversely affect the normal life of the premises.
- (n) Environmental Matters. To the best of Seller's knowledge: (i) the Property is in full compliance with all applicable Environmental Laws (as defined below); (ii) the Property does not now contain and has not contained any underground storage tanks, landfills, or hazardous waste management facilities or any hazardous or toxic substance or material which is regulated or controlled by any Environmental Law (collectively, "Hazardous Materials"); (iii) the Property is not listed on any state or federal environmental remediation priority list; and (iv) no claim, action, suit or proceeding is pending or threatened against Seller or any third party arising, either directly or indirectly, out of the presence or discharge (whether intentional or unintentional) of any Hazardous Materials in, on, under, at, or about the Property, the violation of any Environmental Law, or the presence of any tank, underground or otherwise. Seller has used no Hazardous Material in, on, under, at, or about the Property nor has Seller permitted any other person or entity to use any Hazardous Materials in, on, under, at, or about the Property. For the purposes of this Agreement, "Environmental Law" means any law, statute, ordinance, rule, regulation or legal requirement in effect at the Effective Date and/or the Closing Date pertaining to (a) the protection of health, safety, or the environment; (b) the conservation, management, protection, or use of natural resources and wildlife; (c) the protection or use of source water and groundwater; (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Material; or (e) pollution (including any release to air, land, surface water and groundwater), and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC 1251 *et seq.*, Clean Air Act of 1966, as amended, 42 USC 7401 *et seq.*, Toxic Substances Control Act of 1976, 15 USC 2601 *et seq.*, Hazardous Materials Transportation Act, 49 USC App. 1801, Occupational Safety and Health Act of 1970, as amended, 29 USC 651 *et seq.*, Oil Pollution Act of 1990, 33 USC 2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 USC App. 11001 *et seq.*, National Environmental Policy Act of 1969, 42 USC 4321 *et seq.*, Safe Drinking Water Act of 1974, as amended by 42 USC 300(f) *et seq.*, and any similar, implementing or successor law, and any amendment, rule, regulation, order or directive, issued thereunder. Seller shall indemnify, defend, and hold harmless Buyer, its successors and assigns, from and against any and all claims,

losses, damages, penalties, and costs, including reasonable attorney, engineering, expert, or other professional fees, arising out of or resulting from a breach of the representations and warranties set forth in this Section 5.1(n). The foregoing indemnity survives Closing or termination of this Agreement.

- (o) No Untrue Statement. Neither this Agreement nor any exhibit nor any written statement furnished or to be furnished by Seller to Buyer in connection with the transactions contemplated by this Agreement contains or will contain any untrue statement of material fact or omits or will omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Seller shall furnish to Buyer copies of any notice, claim, or demand received by Seller during the pendency of this Agreement that would materially change any representation given by Seller herein.

5.2 Covenants and Agreements. Seller and Buyer covenant and agree as follows:

- (a) From and after the Effective Date, Seller shall (i) maintain and operate the Property in its current state and condition; (ii) continue all insurance policies relative to the Property in full force and effect to the extent such insurance policies continue to be commercially available at commercially reasonable rates; (iii) perform, when due, all material obligations under any and all agreements relating to the Property and otherwise in accordance with applicable laws, ordinances, rules and regulations; (iv) not permit the introduction or storage of any Hazardous Materials on the Property; (v) not perform any grading or excavation, construction or removal of any improvement or make any other change or improvement upon or about the Property; (vi) not create or incur, or suffer to exist, any mortgage, lien, pledge or other encumbrance in any way affecting the Property, other than the lien for taxes not yet due and payable and existing liens to be released at the Closing; (vii) not commit any waste or nuisance upon the Property; (viii) not impose any easements, covenants, conditions or restrictions on the Property or institute or participate in any annexation, zoning, platting, dedication or other governmental action regarding the Property; (ix) not take any action or omit to take any action that would result in the violation of any of Seller's representations and warranties contained in this Agreement.
- (b) At the Closing, Seller shall deliver to Buyer an affidavit in compliance with Section 1445 of the Internal Revenue Code and applicable regulations stating, under penalty of perjury, Seller's United States taxpayer identification number and that Seller is not a "foreign person" as that term is defined in Section 1445.
- (c) Notwithstanding any other provisions contained herein, Seller, from the Purchase Price proceeds or otherwise, shall pay and discharge all liens against the Property other than the lien for current taxes which are not yet due and payable such that title to the Property will be conveyed to Buyer free and clear of all liens other than the lien for current taxes which are not yet due and payable.
- (d) Seller shall not, without the prior written consent of Buyer, enter into, transfer, encumber, amend, extend, modify or in any way alter any lease, contract or agreement which affects the Property (provided, however, Seller shall terminate all

- leases, if any, on or before Closing).
- (e) Provided this Agreement has not been terminated, Seller shall promptly furnish Buyer with any and all notices concerning the Property that Seller receives from any and all appraisal districts, taxing authorities or any other governmental entities or of any litigation, arbitration or administrative hearing concerning the Property and any other material changes prior to Closing in any of the facts reflected in any statements, certificates, schedules, or other documents or any representation or warranties made or furnished by Seller in connection with this transaction. This covenant shall survive the Closing.
 - (f) From and after the Effective Date, Buyer shall seek to obtain all governmental approvals necessary to develop the Property as Buyer desires, including, without limitation, rezoning the Property for Buyer's intended use (the "Entitlements"). Seller agrees that Buyer may act on its behalf in all matters related to the negotiation and procurement of such Entitlements and that it shall do all things reasonably requested by Buyer in order to obtain approval of the Entitlements.

ARTICLE VI

CONDITIONS PRECEDENT TO CLOSING

6.1 **Conditions Precedent to Buyer's Performance.** The obligation of Buyer to close the transaction described in this Agreement, unless waived in writing by Buyer, shall be subject to the following conditions precedent:

- (a) All the representations and warranties of Seller set forth in this Agreement shall be true and correct as of the date hereof and on the Closing Date.
- (b) Seller shall not have, on or prior to the Closing Date, failed to meet, comply with or perform any covenants or agreements of Seller required by the terms of this Agreement.
- (c) There shall be no change in the matters reflected on the Title Commitment from those matters appearing therein on the date of the expiration of the Inspection Period (except those changes requested by Buyer in its Title Defect Notice).
- (d) There shall be no judicial or administrative suit, action, investigation, inquiry or other proceeding by any person may have been instituted against the Property.
- (e) The environmental condition of the Property on the Closing Date shall not be materially different from the environmental condition existing as of the date of the expiration of the Inspection Period.
- (f) The Title Company must be committed to issue the Title Policy substantially in the form required by Section 7.2(c) with respect to the Property.
- (g) The Buyer shall have acquired, or be under contract to acquire, title to Seller's adjoining parcel to the Property, specifically that parcel identified as Tax Key No. GTNV 224965.
- (h) The Village of Germantown TID Joint Review Board and the Village Board shall have created a tax increment district and adopted a project plan for such district pursuant Wis. Stat. § 66.1105 for an area generally including the Property and the parcel identified in subsection (g).

- (i) The Germantown Village Board shall have entered into an agreement with a developer or contractor for the development of lands within the tax increment district described in subsection (f).

In the event that any of the above conditions, with the exception of conditions (g) through (h), are not satisfied or waived in writing by Buyer prior to the Closing, Buyer may terminate this Agreement by delivery of a written termination notice to Seller on or before the Closing Date, in which event of termination, the Earnest Money and any undistributed accrued interest shall be distributed to Buyer free of any claim by Seller, and neither party thereafter shall have any further rights or obligations to each other under this Agreement (except for any liability that Seller may have to Buyer for Seller's breach of its representations, warranties and covenants contained in this Agreement, and except as otherwise expressly provided in this Agreement). Conditions (g) through (h) shall be satisfied or waived in writing by Buyer prior to the expiration of the Inspection Period, and such failure to satisfy or waive these conditions shall be deemed Buyer's election to terminate this offer under Section 4.1. If Buyer proceeds with the Closing, then Buyer shall be deemed to have waived its objections; provided, however, if Seller intentionally breaches a representation or warranty contained in Section 5.1, then in such event Buyer shall be entitled to pursue against Seller a suit for actual, direct damages caused by such breach.

ARTICLE VII

CLOSING

7.1 **Time and Place.** The sale and purchase of the Property shall be completed at a closing (the "Closing") to be held at the offices of the Title Company. The Closing shall occur on the date (the "Closing Date") that is fifteen (15) days after the expiration of the Inspection Period or on an earlier date designated by Buyer (provided that Buyer gives Seller at least five (5) days' advance written notice of such earlier designated date). Time is of the essence as to the closing date unless waived in writing by Seller.

7.2 **Items to be Delivered by Seller at the Closing.** At the Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, each of the following items:

- (a) A warranty deed (the "Deed") duly executed and acknowledged by Seller granting, conveying and warranting unto Buyer good and indefeasible fee simple title to the Land, free and clear of any liens, encumbrances, easements or other matters affecting title to the Property except the Permitted Exceptions.
- (b) An owner's policy of title insurance (the "Title Policy") issued by the Title Company on the standard form in use in the state where the Property is located, naming the Buyer as the insured, in the amount of the Purchase Price, effective as of the date of recording Deed, subject only to the Permitted Exceptions, taxes not yet due and payable (as applicable) and those matters set forth in the "Exclusions from Coverage" and "Conditions and Stipulations" sections of the Title Policy (or the equivalent thereof in the particular state), with such endorsements and modifications to the promulgated policy form as may have been requested by Buyer and agreed to by the Title Company.

- (c) An owner's affidavit in form acceptable to the Title Company and any other affidavit required by the Title Company to close this Agreement and issue the Title Policy.
- (d) Such evidence or other documents that may be reasonably required by Buyer or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of the Seller in connection with the sale of the Property.
- (e) Seller's affidavit as required by 5.2(b).
- (f) A closing statement in form and content satisfactory to Seller and Buyer (the "Closing Statement") signed by Seller.
- (g) Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the transaction contemplated hereby and to carry out the intent and purposes of this Agreement provided the same are commercially reasonable and do not require disclosure of proprietary information.

7.3 **Items to be Delivered by Buyer at the Closing.** At the Closing, Buyer shall deliver, or cause to be delivered, to Seller:

- (a) the Purchase Price.
- (b) The Closing Statement, signed by Buyer.
- (c) Such additional assignments, instruments and documents appropriate to be executed and delivered by Buyer as may be reasonably necessary to complete the transaction contemplated hereby and to carry out the intent and purposes of this Agreement provided the same are commercially reasonable and do not require disclosure of proprietary information.

7.4 **Closing Costs.** Seller shall pay any expenses Seller might incur in connection with its election to remove objections to title, expenses Seller might incur in connection with its obligation to terminate any service agreements or leases, any title examination costs, title premiums or fees, the commission to Brokers, the cost of the issuance of the Title Policy, one hundred percent (100%) of any transfer and recordation taxes in connection with the sale, one-half (1/2) of any escrow charges, the cost of recording any instruments required to discharge any liens or encumbrances against the Property required to be discharged at Closing, and any apportionment to be made pursuant to Section 7.5. Buyer shall pay all Buyer's legal fees, the costs of any endorsements requested by Buyer to the Title Policy, the cost of the New Survey and one-half (1/2) of any escrow charges. Except as otherwise provided herein, each party shall pay its share of all other closing costs as is normally paid by a seller or buyer, respectively, in a transaction of this character in the county where the Property is located.

7.5 **Adjustments and Prorations.** At Closing, the following items shall be adjusted or prorated between Seller and Buyer:

- (a) Ad valorem taxes for the Property for the year in which the Closing occurs shall be prorated as of the Closing Date, and Seller shall pay to Buyer in cash at the Closing Seller's pro rata portion of such taxes. Seller's pro rata portion of such taxes shall be based upon taxes actually assessed for the current calendar year or, if for any

reason such taxes for the Property have not been actually assessed, such proration shall be based upon the amount of such taxes for the immediately preceding calendar year. All special taxes or assessments approved or assessed prior to the Closing Date shall be paid by Seller. Seller shall pay when due, and indemnify and hold Buyer harmless from, any subsequent tax assessment of the Property for periods prior to the Closing Date due to changes in land usage or ownership.

7.6 **Right to Possession.** At the Closing, Buyer shall have full and unrestricted right to possession of the Property and Seller will do such acts, execute such instruments and take such action as may be appropriate or required to assure to Buyer uninterrupted and full possession of the Property immediately following the Closing.

7.7 **Indemnification.** Seller shall indemnify and hold Buyer and its partners, agents and employees harmless from and against any and all liabilities, claims, demands and expenses, of any kind or nature (including reasonable attorneys' fees) related to, resulting from or in any way arising out of (i) a breach of any representation, warranty, covenant or agreement of Seller hereunder, or (ii) the condition, ownership or operation of the Property on or prior to the Closing Date, but excluding any claims arising from actions taken by or on behalf of Buyer. This indemnity shall survive the termination or Closing of this Agreement for a period of three (3) years after the Closing Date.

ARTICLE VIII

REMEDIES UPON DEFAULT

8.1 **Default by Seller.** In the event that Seller fails to comply with any condition, covenant or obligation it has hereunder, and such default continues for a period of five (5) business days after written notice to Buyer, Buyer shall have the right either: (i) to terminate this Agreement by giving written notice thereof to Seller, whereupon neither party shall have any further rights or obligations under this Agreement unless expressly provided otherwise in this Agreement and the Title Company immediately shall deliver the Earnest Money and any undistributed accrued interest to Buyer, free of any claims by Seller; (ii) to enforce specific performance of Seller's obligations under this Agreement; and/or (iii) to exercise any other right or remedy Buyer may have at law or in equity by reason of Seller's default including the recovery of attorneys' fees incurred by Buyer in connection therewith. This provision shall survive the Closing or any termination of this Agreement.

8.2 **Default by Buyer.** In the event all conditions of this Agreement are satisfied and all covenants and agreements to be performed by Seller prior to Closing are fully performed, and in the event that performance of this Agreement is fully tendered by Seller and the sale is not consummated through default by Buyer, and such default continues for a period of five (5) business days after written notice to Buyer, then Seller's sole and exclusive remedy shall be to terminate this Agreement by giving written notice thereof to Buyer, whereupon neither party hereto shall have any further rights or obligations under this Agreement, and the Title Company shall deliver the Earnest Money plus any undistributed accrued interest to Seller, free of any claims by Buyer, as

liquidated damages. The Earnest Money is a good faith estimate of actual damages that Seller would suffer and shall be liquidated damages for default of Buyer in failing to consummate this Agreement because of the difficulty, inconvenience and uncertainty of ascertaining Seller's actual damages for Buyer's default.

ARTICLE IX **MISCELLANEOUS**

9.1 **Notices.** All notices, demands or other communications given in connection with or required under this Agreement must be in writing and delivered to the person to whom it is directed; notices, demands or other communications not given in the manner set forth in this Section 9.1 shall be void and of no effect. Notices, demands or other communications may be given by (a) overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, (b) electronic mail, in which case notice shall be deemed delivered upon transmission of such notice provided that an original of such facsimile is also sent to the addressee by U.S. Mail or by the means described in clauses (a) or (c), or (c) personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

TO SELLER:

Gerald M. Grosenick, Trustee
Gerald M. Groesnick Revocable Trust
N119W17739 Cove Lane
Germantown, WI 53022
gr8rib@gmail.com

TO BUYER:

Village Administrator
Village of Germantown
N112 W17001 Mequon Road
Germantown WI 53022
skreklow@germantownwi.gov

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other parties entitled to receive notices written notice of such change of address.

9.2 **Agreement to Survive.** Any and all representations, warranties, covenants and agreements contained herein shall not be deemed to be merged into or waived by the instruments of the Closing but shall expressly survive the Closing.

9.3 **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. This Agreement may be assigned by the Buyer to any person, firm, corporation, or other entity which the Buyer, at its sole discretion, may

choose. If Buyer so assigns its rights to this Agreement, such assignment shall release Buyer from all liability hereunder accruing after the date of such assignment without the necessity of further documentation.

9.4 **Applicable Law; Interpretation.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The descriptive headings contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions.

9.5 **Amendment.** This Agreement may not be modified or amended, except by an agreement in writing signed by the Seller and the Buyer. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

9.6 **Attorneys' Fees.** In the event either party files a lawsuit in connection with this Agreement or any provisions contained herein, then the party that prevails in such action shall be entitled to recover from the nonprevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees and costs of court incurred in such lawsuit. This provision shall survive the termination or Closing of this Agreement.

9.7 **Entire Agreement.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this Agreement, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

9.8 **Brokers.** Each party represents and warrants to the other that no brokers or finders have been engaged by it, respectively, in connection with the transaction contemplated by this Agreement or, to its knowledge, is in any way connected with this transaction. In the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then each party shall indemnify, save and hold harmless and defend the other party from and against such claim if it shall be based upon any statement or representation or agreement made by or allegedly made by the indemnifying party. This indemnity shall survive the Closing or termination of this Agreement.

9.9 **Miscellaneous.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted by electronically shall be deemed effective for all purposes. In the event that any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been

contained herein.

SELLER

Gerald M. Grosenick Date
Trustee

BUYER

Dean M. Wolter Date
Village President

ATTEST:

Deanna Braunschweig
Village Clerk