MEETING:	***AMENDED*** **REGULAR MEETING OF THE ECONOMIC DEVELOPMENT COMMISSION**
DATE & TIME:	**Tuesday, March 10, 2026 at 6:00 PM**
LOCATION:	**Germantown Village Hall Board Room N112 W17001 Mequon Road**

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting #: **2553 499 7080** Password: **nBNrkwyj267** which can be accessed by phone at 408-418-9388 or by clicking the link below: https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m1666b64b10c3c10021fac1cb82ed04dd

NOTICE: 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.

Previously recorded 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. **ANNOUNCEMENTS:**

IV. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a four (4) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.) Comments that may be injurious to village personnel or other individuals will not be allowed.*

V. **MEETING MINUTES:**

A. February 10, 2026 Meeting Minutes (ACTION)

VI. **UNFINISHED BUSINESS:**

A. Operation Storefront: Industrial and Commercial Real Estate Presentation (DISCUSSION AND ACTION)

VII. **NEW BUSINESS:**

A. Germantown Business Development Loan Pool Monthly Report and Review of Rewritten Application (DISCUSSION AND ACTION)

B. Economic Development Commission Municipal Code (DISCUSSION ~~*AND ACTION*~~)

C. *EDWC Strategic Platform Presentation Review (DISCUSSION)*

D. Ordinance Regarding the Members of the Economic Development Commission (DISCUSSION)

E. Village of Germantown Developers Agreements Review (DISCUSSION)

VIII. NEXT MEETING:

A. April 14, 2026

IX. ADJOURNMENT:

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)250-4745 at least 2 days prior to the meeting.

Notice is hereby given that a possible quorum of other boards, committees, and/or commissions may attend this meeting to gather information about an item over which they have decision-making responsibility. This may constitute a meeting of these bodies per State ex rel. Badke v Greendale Village Board, even though these bodies will not take formal action at this meeting.

MEETING:	**REGULAR MEETING OF THE ECONOMIC DEVELOPMENT COMMISSION**
DATE AND TIME:	**Tuesday, February 10, 2026 6:00 PM**
LOCATION:	**Germantown Village Hall Board Room N112 W17001 Mequon Road**

MINUTES

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.*

Chairperson Trustee Jan Miller called the Economic Development Commission meeting to order at 6:00 PM.

II. ROLL CALL:

Present: Trustee Jan Miller, Trustee Kristen Borst, Member Joletta Kerpan, Member Scott Hefle, Member Melanie Smythe, Member Jeffrey Voyer
Excused: Member Jim Sedgwick
Also Present: Deputy Clerk Maddy Laufenberg

III. ANNOUNCEMENTS:

Member Kerpan announced the Chamber of Commerce Leadership Luncheon on February 18, 2026, and the Chamber of Commerce Candidate Forum on March 11, 2026.

Chairperson Trustee Jan Miller announced the K9 Chili Cook Off on February 22, 2026.

Member Hefle announced the Scholarship Auction and Dinner on February 19, 2026.

IV. CITIZEN INPUT: *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a four (4) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.) Comments that may be injurious to village personnel or other individuals will not be allowed.*

V. MEETING MINUTES:

A. January 13, 2026, Meeting Minutes (ACTION)

DRAFT

Motion: Approve as presented
Motioned By: Jeffrey Voyer
Seconded By: Joletta Kerpan

Yes: Jan Miller, Kristen Borst, Joletta Kerpan, Scott Hefle, Melanie Smythe, Jeffrey Voyer
No: None
Abstain: None

Motion Carried by Voice Vote (Yes 6, No 0, Abstained 0)

Motion: Move the Business Development Loan Pool Application Item A to the bottom of the agenda
Motioned By: Kristen Borst
Seconded By: Scott Hefle

Yes: Jan Miller, Kristen Borst, Joletta Kerpan, Scott Hefle, Melanie Smythe, Jeffrey Voyer
No: None
Abstain: None

Motion Carried by Voice Vote (Yes 6, No 0, Abstained 0)

VII. UNFINISHED BUSINESS:

A. Operation Storefront Update

Russell Sagmoen and James McKenna of Colliers provided insight regarding vacant storefronts in Germantown and the process by which these storefronts can be bought or leased.

1. List of Empty Warehouses for Lease with Square Footage (DISCUSSION AND POSSIBLE ACTION)

2. List of Available Lots for Sale in the Village of Germantown (DISCUSSION AND POSSIBLE ACTION)

3. List of Empty Box Stores on County Line Road (DISCUSSION AND POSSIBLE ACTION)

VIII. NEW BUSINESS:

A. Germantown Business Loan Pool Monthly Report - Application Update (DISCUSSION)

DRAFT

Chairperson Trustee Jan Miller shared that she is working with Bank Five Nine to update the Germantown Business Loan Pool application.

B. Report from EDWC on Flamingo Marine Expansion in Germantown and Discussion on EDWC Support for the Village (PRESENTATION)

Christian Tscheschlok of Economic Development Washington County (EDWC) provided insight into the anticipated Flamingo Marine expansion into Germantown. Topics of discussion included the timeline of the process, involved parties, and financing.

C. Discussion Regarding EDC's Advisory Role to the Plan Commission (DISCUSSION)

Members requested a longer conversation about this item at the next Economic Development Commission meeting.

D. Discussion Regarding the March 9, 2026, Presentation to the Tourism Commission for the "Celebrate Germantown" Marketing Campaign (DISCUSSION)

Members suggested that the previous presentation given by Communications Coordinator Brenton Schimp, as well as their compiled thoughts regarding the scope and name of the campaign, should be shared with the Tourism Commission request.

VI. BUSINESS DEVELOPMENT LOAN POOL APPLICATIONS:

A. Germantown Business Development Loan Pool Application: Brandon Medved, Brandon Medved Photography, LLC DBA Bright Eyed Productions (ACTION)

Motion: Approve as presented
Motioned By: Kristen Borst
Seconded By: Jeffrey Voyer

Yes: Jan Miller, Kristen Borst, Joletta Kerpan, Scott Hefle, Melanie Smythe, Jeffrey Voyer
No: None
Abstain: None

Motion Carried by Voice Vote (Yes 6, No 0, Abstained 0)

IX. NEXT MEETING:

A. Tuesday, March 10, 2026

DRAFT

X. ADJOURNMENT:

Motion: Adjourn
Motioned By: Scott Hefle
Seconded By: Kristen Borst

Yes: Jan Miller, Kristen Borst, Joletta Kerpan, Scott Hefle, Melanie Smythe, Jeffrey Voyer
No: None
Abstain: None

Motion Carried by Voice Vote (Yes 6, No 0, Abstained 0)

DRAFT

BUSINESS OF THE ECONOMIC DEVELOPMENT COMMISSION

MEETING DATE: March 10, 2026

PLACEMENT: Action Item

ITEM TITLE: Germantown Business Development Loan Pool Monthly Report and Review of Rewritten Application (DISCUSSION AND ACTION)

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. GBDLP Application Draft

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

GERMANTOWN BUSINESS DEVELOPMENT LOAN POOL (GBDLP)
VILLAGE OF GERMANTOWN, WISCONSIN

Guidelines and Application

PARTICIPATING PARTNERS

Participating Partners include:

- Village of Germantown
- Bank Five Nine

FUNDING SOURCE

- Public/Bank Consortium

DESCRIPTION

The Germantown Business Development Loan Pool (GBDLP) is a revolving loan fund designed to provide low cost loans for start-up costs for new businesses and/or expansion costs for existing businesses located in the Village of Germantown, Wisconsin.

ELIGIBLE ACTIVITIES

Eligible expenses include loans the following:

- Building improvements/ renovation or new construction
- Land or building acquisition
- Equipment purchase
- Costs associated with environmental and/or safety compliance
- Costs associated with the redevelopment of blighted or vacant land and facilities

INELIGIBLE ACTIVITIES

Ineligible expenses include loans for the following:

- Refinancing of existing debt or the interest payments on existing debt
- Improvements completed prior to loan approval
- Paying of taxes
- Contributing equity required of borrowers participating in other loan programs.
- Investing in interest bearing accounts, certificates of deposits, or other investments not related to job creation/retention
- Purchasing or financing equity in private businesses
- Subsidizing interest payments on existing loans
- Loans which would create a potential conflict of interest
- Loans for the purpose of speculative activities

APPLICATIONS

Applications are available at:

- Any participating Bank Five Nine

- By contacting Gosia Wormsbacher, Support Services Manager, at 262-250-4750 or gwormsbacher@germantownwi.gov
- By contacting Steven Kreklow, Village Administrator, at 262-250-4775 or skreklow@germantownwi.gov

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I. Introduction

Bank Five Nine will commit $150,000 to establish a loan pool to encourage business development and revitalization in specified areas of the Village of Germantown. The loan proceeds will be utilized to fund a wide variety of commercial projects ranging from assisting new businesses locating in these areas with startup costs to helping existing businesses with renovations or expansion plans. The loans will carry below market rates and favorable terms.

The program is designed to encourage new investment in commercial and mixed-use projects by property owners and/ or tenants.

II. Program Description

The Germantown Business Development Loan Pool (GBDLP) is a pool of money made available by the participating banks for the purpose of making loans to achieve economic benefits.

Economic benefits are defined as:

- Business development, including the start-up or expansion;
- Business and job retention;
- Redevelopment of blighted land and vacant facilities for a mixed-use residential, commercial, or business purpose;
- Modernization and rehabilitation of existing mixed-use residential or commercial properties;
- Support for the use of new technologies, growth industries and/or high-tech firms. In general, lending policies and financing techniques will include, but are not limited to:
- Providing below market interest rates;
- Providing longer term loans than are traditionally available for a particular type of financing;
- Reducing the risk for non-participating commercial lenders by providing subordinate financing.

Eligibility Requirements

Eligible GBDLP projects must meet the following basic program eligibility requirements:

A. Eligible Areas

Eligible projects must be located in the areas specified in the attached Exhibit A.

B. Eligible Applicants

In order to be eligible for the program, an applicant and the proposed project must meet at least the following criteria:

1. The applicant must own or have a legal option to purchase the subject property, or have a Lease or an Agreement to Lease equal to, or greater than, the term of the loan. Proof of the length of the Lease or Agreement must be furnished. (A signed, notarized copy of the Lease or Agreement will be considered proof)

2. The applicant must demonstrate to the Participating Partners that there are adequate resources available to complete the project and create economic benefit. This will include proof of a commitment for financing, along with the necessary equity required by the primary lender(s). A current business plan must be submitted as part of the application process.

3. The taxes on the subject property must be up to date prior to the final approval by the Economic Development Commission and remain current for the length of the term of the loan.

4. If the project is for construction financing, plans and specifications must show the property will be substantially improved, and all reasonably usable space within the structure will be returned to a state of utility through repair or alteration.

5. An applicant is only eligible for the GBDLP program when full private financing or credit is not otherwise available on terms and conditions which would permit completion and/or the successful operation or accomplishment of the project to be financed.

6. The applicant and guarantors, if applicable, will have no concurrent interest in any other project receiving assistance through the program.

7. The applicant and guarantors, if applicable, must have a satisfactory credit history.

C. Eligible Loan Activities

1. Fixed asset loans for the acquisition and/or improvement of land, buildings, and equipment, including new construction or renovation of existing facilities, demolition and site preparation and environmental or safety compliance.

D. Ineligible Loan Activities

1. Loans for the purpose of investing in interest bearing accounts, certificates of deposits, or other investments not related to job creation/retention.

2. Loans which would create a potential conflict of interest.

3. Loans for the purpose of speculative activities.

4. Loans for the purpose of purchase or finance equity in private businesses.

5. Loans for the purpose of subsidizing interest payments on existing loans.

6. Loans for the purpose of refinancing loans made by other lenders.

7. Loans for the purpose of payment of taxes.

8. Loans for projects completed prior to GBDLP program approval.

IV. Loan Review Criteria

In general, Bank Five Nine and the Economic Development Commission will consider the following priorities and conditions when reviewing an application for financing:

A. Priority to businesses and developers looking to invest in the specified areas of the Village that further the planning goals and objectives to make these areas pedestrian oriented, mixed-use neighborhoods with vibrant commercial activities.

B. Priority based on job retention or new job creation through capitalization of start-ups, business expansion, or retention of businesses.

C. Priority to business which will attract large numbers of people to the specified areas of the Village.

D. Priority to businesses looking to locate in vacant properties the specified areas of the Village.

E. Priority based on security and repayment strength.

V. Loan Terms

It is the goal of the program to remain as flexible as possible in working with the individual needs of applicants. Therefore, the minimum/maximum loan amount, interest rate, term, and collateral will be negotiated, on a case by case basis, with the Participating Partners. The minimum loan amount shall not be less than $10,000 and the maximum loan shall not be greater than $25,000 subject to the availability of funds in the Pool.

In the determination of collateral requirements, the Participating Partners will consider the merits and potential economic benefits of each application. When appropriate and practical, GBDLP financing may be secured by liens or assignments of rights in assets of assisted firms as follows:

A. In order to encourage financial participation in a direct fixed-asset loan project by other lenders and investors, the term of the GBDLP program may be for a longer period than that of the other lender(s). The lien position of the GBDLP loan may be subordinate to pre-existing or concurrent debt, and made inferior to the lien, or liens, securing other loans made in connection with the project.

B. In projects involving direct working capital loans, the GBDLP program will normally obtain collateral such as liens on inventories, receivables, fixed assets and/or other available assets of borrowers. Such liens may be subordinate only to existing liens of record and other loans involved in the project.

C. In projects involving fixed asset loans, the GBDLP program normally will obtain collateral on the asset(s) to be financed as well as other assets of the company, as appropriate.

D. In projects involving guaranteed loans in the revolving phase, the lending institution ordinarily will be required to maintain a collateral position, to which the GBDLP loan is subrogated, in the assets of the borrower and/or principals of the borrower such as by taking liens on inventories, receivables, fixed assets, and/or other available assets of borrowers.

E. In addition to the above types of security, the GBDLP program may also require security in the form of assignments of patents and licenses, leases or stock certificates, and such other additional security as the grantee determines is necessary exposure.

F. The GBDLP program should ensure that the borrower obtains adequate hazard and other forms of insurance, as appropriate. The GBDLP program also will obtain a lender's loss payable endorsement on that insurance.

G. GBDLP loan requests submitted by closely held corporations, partnerships, or proprietorships dependent for their continuing success on certain individuals will ordinarily be expected to provide and assign to the GBDLP life insurance on these key persons. Personal guarantees will be required from principal owners.

VI. Application Process

A. An application is to be completed by the applicant and submitted to the Village of Germantown Department of Community Development. The preliminary application will be reviewed for completeness and eligibility.

B. All completed and eligible applications will be reviewed and final action will be taken by the Village of Germantown Economic Development Commission following recommendations from Bank Five Nine and Village Staff.

C. The application will be reviewed and approved or denied by the Village of Germantown Economic Development Commission, subject to the requirement that any application shall be approved by a majority vote and approved by Bank Five Nine. Terms and conditions of an approved project will be established as part of the final loan approval process.

D. The GBDLP loan processing and servicing will be handled by Bank Five Nine Centre.

GERMANTOWN BUSINESS DEVELOPMENT LOAN POOL APPLICATION

I. APPLICANT INFORMATION

Name: _____ Telephone: _____

Home Address: _____

Social Security Number: _____

II. PROPOSED PROJECT

Full Legal Name of Borrower: _____

Address: _____
Street City State Zip

Contact Person: _____ Phone Number: _____

Type of Business: _____

Year Business was established: _____

Years Under Current Management: _____

Number of employees: Current: _____ Proposed: _____

Business Ownership:

- Sole Proprietorship
- Corporation
- LLC
- General Partnership
- LLP
- S Corporation

Landlord Information: Name: _____

Phone Number: _____

Lease Expiration: _____ Annual Rent: _____

Any relationship between the business and the Landlord?

- Yes
- No

If Yes, Describe: _____

_____

III. LOAN REQUEST

Amount Requested: _____ Term Requested: _____

For what purposes will this credit be used? _____

_____

How will business repay this credit? _____

_____

Is business subject to either seasonal or cyclical cash flow variations? • Yes • No

If yes, please explain: _____

IV. PURPOSE OF LOAN

Describe the scope of work which the Business Development Loan Pool funds are proposed for, and the anticipated benefits to be realized from the proposed project. (Examples: benefits low income employees, youths, minorities, handicapped, veterans, elderly, local economic benefits, impact on the environment (if any), community benefits, financial impact on local government, etc.)

Please be as specific as possible by presenting a detailed outline of all proposed work, including all renovations, equipment, start-up costs and training costs, etc. If applicable, the design proposal should also accompany the application. Attach additional information if necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____

V. FINANCIAL INFORMATION

a. Does this business currently pay taxes to the Village of Germantown?
• Yes • No If yes, what is the amount $_____.
Enclose copies of tax bills (property, inventory and equipment if applicable).

b. Have you received any assistance from the Village of Germantown, Economic Development Washington County, State of Wisconsin or any federal programs for the above presented project or any other property? • Yes • No

c. Submit copy of deed or legal description of property, purchase and sales agreement or lease, whichever applies regarding use of loan proceeds.

d. Business financial statements for the past three (3) years if the business is already in existence. If the business is new, a business plan is required which must include projections for at least two years into the future.

e. Business' income tax returns for the past three (3) years, including all schedules.

f. Interim financial statements (if six (6) months have passed since the last fiscal year-end, provide all available interim statements).

g. Personal Financial Statement for each proposed borrower, owner, partner or guarantor.

h. Personal Federal Income Tax Returns for the past three (3) years for each proposed borrower, owner, partner or guarantor, include all schedules.

VI. COLLATERAL OFFERED TO SECURE LOAN *

Accounts Receivable
Aging Report (Attached) Date of Report: _____

Inventory
Inventory List (Attached) Valuation: _____

Equipment
Bill of Sale (Attached) Valuation: _____

Real Estate
Recorded deeds (Attached) Address: _____

Vehicles
Title(s) (Attached) Valuation: _____

* If any collateral is pledged, identify and indicate name of secured party.

VII. Bank Relationships

Bank Name	Loan Type	Account Number	Balance

VIII. Credit References (include loans from banks, finance companies, individuals, other financial institutions, etc.)

Creditor	Loan Type	Account #	Payment	Balance	Collateral

IX. Trade References (List your four largest trade creditors).

Trade Creditor	Trade Terms	High Credit	Balance	Collateral

X. Top Four Customers

Name and Address	Selling Terms	% of Sales

Please read this:

The information contained in this application is provided to induce the participating partners to extend credit to you. You acknowledge and understand that participating partners are relying on the information provided in this application in deciding whether to extend credit to the applicant. Each of you represents, warrant and certify that the information provided in this application is true, correct and complete. Each of you agree to notify participating partners immediately of any materially adverse change in (1) any of the information contained in this application or (2) you or any proposed guarantor's financial condition. The participating partners are authorized to make all inquiries it deems necessary to verify the accuracy of the information contained in this application. You authorize any person or credit reporting agency to give the participating partners any information it may have about you. Each of you signing below do authorize the participating partners to obtain credit checks on you, including consumer credit checks through credit reporting agencies and direct inquiries of business(es) where you have accounts, where you worked, or other sources; (b) to contact these sources at any time whether before, during or after the term of any agreement between you and participating partners to update information or to assist the participating partners in enforcing any obligations you owe to the program; and (c) to properly report any performance with regard to credit extended to any one who may properly receive such information.

Please sign here:

Corporation or partnership applicant:

_____
Name of entity

X_____
Authorized Signature

_____
Print Name

_____
Title

Individual, Sole Proprietor, and Guarantors:

X_____
Authorized Signature

_____
Print Name Date

X_____
Authorized Signature

_____
Print Name Date

X_____
Authorized Signature

_____
Print Name Date

GERMANTOWN BUSINESS DEVELOPMENT LOAN POOL (GBDLP)
VILLAGE OF GERMANTOWN, WISCONSIN

Guidelines and Application

PARTICIPATING PARTNERS

Participating Partners include:

- Village of Germantown
- Bank Five Nine

FUNDING SOURCE

- ~~Public/Bank Consortium~~ Bank Five Nine No public funds used

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- Investing in interest bearing accounts, certificates of deposits, or other investments not related to job creation/retention
- Purchasing or financing equity in private businesses
- Subsidizing interest payments on existing loans
- Loans which would create a potential conflict of interest
- Loans for the purpose of speculative activities
- Working Capital requests

APPLICATIONS

Applications are available at:

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- By contacting Steven Kreklow, Village Administrator, at 262-250-4775 or skreklow@germantownwi.gov

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$250,000

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The program is designed to encourage new investment in commercial and mixed-use projects by property owners and/ or tenants.

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III. **Eligibility Requirements**

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1. The applicant must own or have a legal option to purchase the subject property, or have a Lease or an Agreement to Lease equal to, or greater than, the term of the loan. Proof of the length of the Lease or Agreement must be furnished. (A signed, notarized copy of the Lease or Agreement will be considered proof)

2. The applicant must demonstrate to the Participating Partners that there are adequate resources available to complete the project and create economic benefit. This will include proof of a commitment for financing, along with the necessary equity required by the primary lender(s). A current business plan must be submitted as part of the application process.

3. The taxes on the subject property must be up to date prior to the final approval by the Economic Development Commission and remain current for the length of the term of the loan.

4. If the project is for construction financing, plans and specifications must show the property will be substantially improved, and all reasonably usable space within the structure will be returned to a state of utility through repair or alteration.

5. An applicant is only eligible for the GBDLP program when full private financing or credit is not otherwise available on terms and conditions which would permit completion and/or the successful operation or accomplishment of the project to be financed.

6. The applicant and guarantors, if applicable, will have no concurrent interest in any other project receiving assistance through the program.

7. The applicant and guarantors, if applicable, must have a satisfactory credit history.

C. Eligible Loan Activities

1. Fixed asset loans for the acquisition and/or improvement of land, buildings, and equipment, including new construction or renovation of existing facilities, demolition and site preparation and environmental or safety compliance.

D. Ineligible Loan Activities

1. Loans for the purpose of investing in interest bearing accounts, certificates of deposits, or other investments not related to job creation/retention.
2. Loans which would create a potential conflict of interest.
3. Loans for the purpose of speculative activities.
4. Loans for the purpose of purchase or finance equity in private businesses.
5. Loans for the purpose of subsidizing interest payments on existing loans.
6. Loans for the purpose of refinancing loans made by other lenders.
7. Loans for the purpose of payment of taxes.
8. Loans for projects completed prior to GBDLP program approval.
9. Working Capital Requests

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IV. Loan Review Criteria

In general, Bank Five Nine and the Economic Development Commission will consider the following priorities and conditions when reviewing an application for financing:

A. Priority to businesses and developers looking to invest in the specified areas of the Village that further the planning goals and objectives to make these areas pedestrian oriented, mixed-use neighborhoods with vibrant commercial activities.

B. Priority based on job retention or new job creation through capitalization of start-ups, business expansion, or retention of businesses.

C. Priority to business which will attract large numbers of people to the specified areas of the Village.

D. Priority to businesses looking to locate in vacant properties the specified areas of the Village.

E. Priority based on security and repayment strength.

V. Loan Terms

It is the goal of the program to remain as flexible as possible in working with the individual needs of applicants. Therefore, the minimum/maximum loan amount, interest rate, term, and collateral will be negotiated, on a case by case basis, with the Participating Partners. The minimum loan amount shall not be less than $10,000 and the maximum loan shall not be greater than $25,000 subject to the availability of funds in the Pool.

No collateral taken No liens

In the determination of collateral requirements, the Participating Partners will consider the merits and potential economic benefits of each application. When appropriate and practical, GBDLP financing may be secured by liens or assignments of rights in assets of assisted firms as follows:

A. In order to encourage financial participation in a direct fixed-asset loan project by other lenders and investors, the term of the GBDLP program may be for a longer period than that of the other lender(s). The lien position of the GBDLP loan may be subordinate to pre-existing or concurrent debt, and made inferior to the lien, or liens, securing other loans made in connection with the project.

B. In projects involving direct working capital loans, the GBDLP program will normally obtain collateral such as liens on inventories, receivables, fixed assets and/or other available assets of borrowers. Such liens may be subordinate only to existing liens of record and other loans involved in the project.

C. In projects involving fixed asset loans, the GBDLP program normally will obtain collateral on the asset(s) to be financed as well as other assets of the company, as appropriate.

D. In projects involving guaranteed loans in the revolving phase, the lending institution ordinarily will be required to maintain a collateral position, to which the GBDLP loan is subrogated, in the assets of the borrower and/or principals of the borrower such as by taking liens on inventories, receivables, fixed assets, and/or other available assets of borrowers.

E. In addition to the above types of security, the GBDLP program may also require security in the form of assignments of patents and licenses, leases or stock certificates, and such other additional security as the grantee determines is necessary exposure.

F. The GBDLP program should ensure that the borrower obtains adequate hazard and other forms of insurance, as appropriate. The GBDLP program also will obtain a lender's loss payable endorsement on that insurance.

G. GBDLP loan requests submitted by closely held corporations, partnerships, or proprietorships dependent for their continuing success on certain individuals will ordinarily be expected to provide and assign to the GBDLP life insurance on these key persons. Personal guarantees will be required from principal owners.

VI. Application Process

A. An application is to be completed by the applicant and submitted to the Village of Germantown Department of Community Development. The preliminary application will be reviewed for completeness and eligibility.

B. All completed and eligible applications will be reviewed and final action will be taken by the Village of Germantown Economic Development Commission following recommendations from Bank Five Nine and Village Staff.

Reverse - Bank Five Nine has final approval authority

C. The application will be reviewed and approved or denied by the Village of Germantown Economic Development Commission, subject to the requirement that any application shall be approved by a majority vote and approved by Bank Five Nine. Terms and conditions of an approved project will be established as part of the final loan approval process.

D. The GBDLP loan processing and servicing will be handled by Bank Five Nine Centre. ✓

From: Jan Miller
To: Madeline Laufenberg
Cc: Donna Ott; Kasie Miller
Subject: Fw: GBLDP - Germantown Business Loan Development Program - UPDATES
Date: Wednesday, March 4, 2026 2:16:23 PM
Attachments: image001.png
image002.png
Outlook-0orsqfva.png
Outlook-piefpqag.png

Hi Maddy,

This is one more item that we need to add to the GBDLP Application. It is the contact information that has to be changed on the GBDLP Application & Brochure:

1. Address: Germantown Village Hall, N112W17001 Mequon Road, Germantown, WI 53022
2. Contact: Village Clerk's Office
3. Phone Number: (262) 250-4700, option 2
4. Email: Village Clerk Donna Ott, dott@germantownwi.gov

Thank you in advance for including this in the EDC Agenda.

Thank you,

Jan

Jan Miller
Village of Germantown
Trustee - District #4
262-352-8250

From: Madeline Laufenberg <MLaufenberg@germantownwi.gov>

BUSINESS OF THE ECONOMIC DEVELOPMENT COMMISSION

MEETING DATE: March 10, 2026

PLACEMENT: Action Item

ITEM TITLE: Economic Development Commission Municipal Code (DISCUSSION ~~*AND ACTION*~~)

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 1.379___ECONOMIC_DEVELOPMENT_COMMISSION.__Cr._Ord.__16_07_____

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

1.379 ECONOMIC DEVELOPMENT COMMISSION. (Cr. Ord. #16-07)

(1) **CREATION AND PURPOSE.** There is hereby created an Economic Development Commission of the Village of Germantown, the purpose of which shall be to stimulate and encourage economic development in the Village.

(2) **MEMBERSHIP.** The Economic Development Commission shall consist of 7 voting members, who must be Germantown residents, business owners or community leaders appointed by the Village President, and confirmed by a majority vote of the Village Board. The Village President shall appoint the Chairman.

(3) **TERM OF OFFICE.**

(a) Two of the appointed Commissioners shall be members of the Village Board and shall serve during their term of office as Village Board members.

(b) The first appointments of the 5 non-Board members shall be 2 for terms expiring on April 30, 2008, 2 for terms expiring on April 30, 2009, and one for a term expiring April 30, 2010.

(c) Thereafter, appointments shall be made as of the annual organizational meeting, and the terms of non-Board members shall be 3 years and until their successors are appointed and qualify.

(d) Members shall be reimbursed their actual and necessary expenses, including local travel expenses incurred in the discharge of their duties, but shall receive no other compensation.

(4) **MEETINGS.** The Commission shall conduct its meetings at scheduled times and places as shall be determined by the call of the Chairman. Written notice of all meetings and agendas shall be delivered to each Commission member at least 48 hours in advance of said meeting, in such form as will reasonably apprise the Commission members, the Village Board, the public and the press of the date, time and subject matter that is intended for consideration and action at the meeting. Minutes and recommendations of the Commission shall be submitted to the Village Board.

(5) **POWERS AND DUTIES.** The Economic Development Commission shall have the following powers and duties:

(a) Formulate, manage, and administer the Village's economic development program, carrying out short-range and long-range elements of the program.

(b) Recommend an annual budget for its activities and programs.

(c) As called upon, serve in an advisory role to the Planning Commission and Village Board on matters relevant to economic development in the Village.

(d) Engage in policy deliberations relative to economic development activities, such as business park development and marketing, and make policy recommendations to the Village Board.

Editor's note(s)—Section I of Ord. No. 16-07, adopted Aug. 20, 2007, enacted provisions designated as § 1.378. Inasmuch as there already exists a section so designated, to avoid duplication of numbers, said provisions have been redesignated as § 1.379.

YOUR GROWTH. OUR PASSION.

Village of Germantown Economic Development Commission

Refresh & Move Forward – Decision Time

July 31, 2023 @ 5:30PM

Let’s take a step back & regroup.

New members added to commission opens the opportunity to confirm all members are on the same page. Understanding the Strategic Platform that has been created and voted in is crucial for the ED Commission to move forward and be successful.



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Germantown Economic Development Commission
Foundation for our Evolution



PURPOSE (ORDINANCE)

"Stimulate and encourage **economic development** in the Village."

STRUCTURE (ORDINANCE)

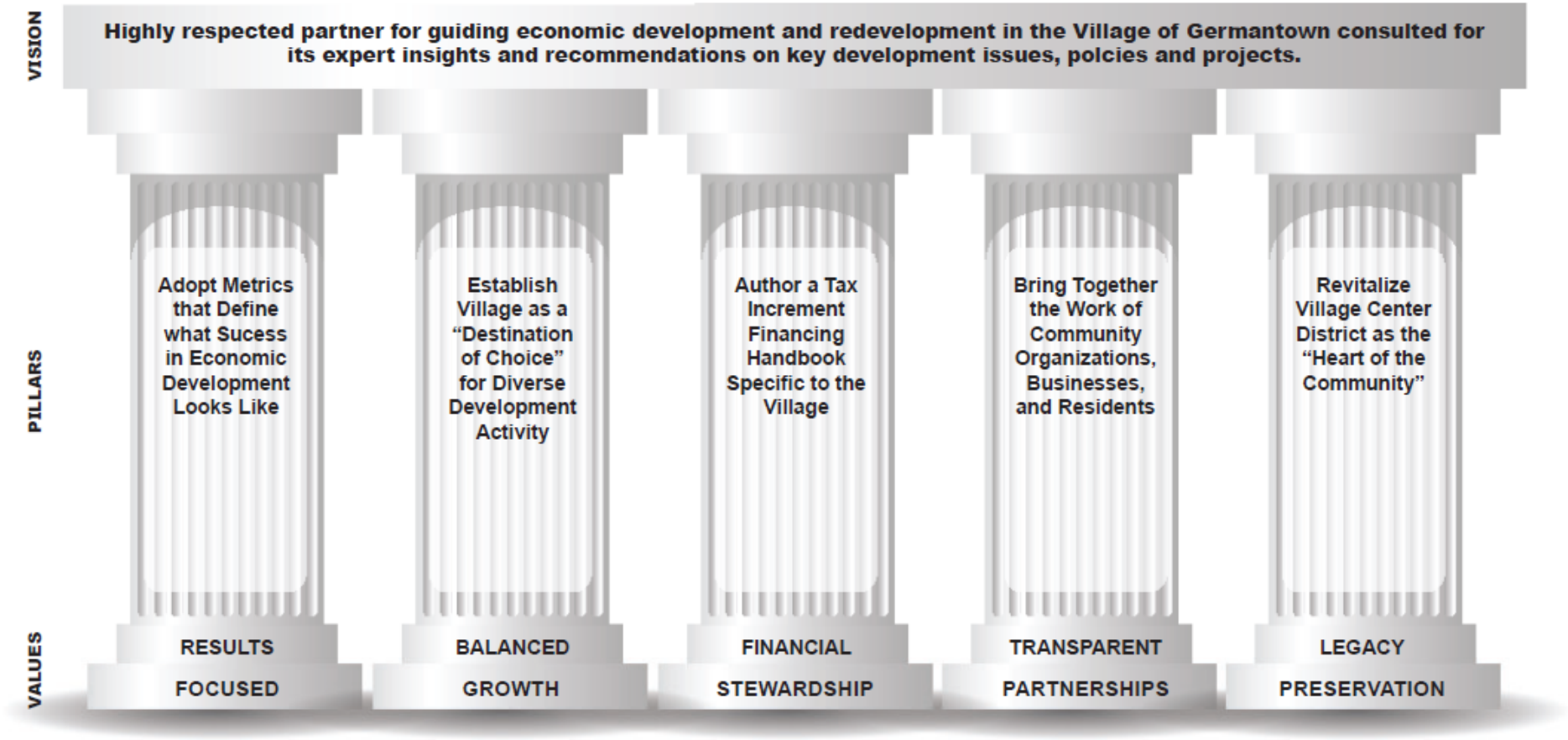
- **Membership**: 7 voting members who must be Germantown residents, business owners or community leaders. Two shall be Village Board members.
- **Terms**:
  - Village Board Members – shall serve during their term of office
  - Non-Board Members – 3 years; appointment at annual organizational mtg
- **Duties:**
  - Formulate and administer Village's economic development program
  - Recommend an annual budget for its activities
  - Advise the Board on economic development matters as called upon
  - Engage in policy deliberations and make recommendations to Board

WHY WE'RE EVOLVING

- **Lack of clarity around mission & consensus on direction**
  Members are not cohesively aligned around a shared approach and defined strategy that engages the commission in meaningful work to achieve desired economic development
- **Not fulfilling currently chartered duties**
  Meetings have been limited in scope and frequency. Consequently, the commission's true delegated authority is uncertain and impact on economic development nominal.

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STRATEGIC PLATFORM
GERMANTOWN ECONOMIC DEVELOPMENT COMMISSION



MISSION

"Provide leadership to a cohesive economic development strategy that actively promotes economic growth and mindfully balances the needs of businesses and neighborhoods while striving to preserve the legacy and history of the village."

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What type of role does the Commission want to have? (Decision Time)

Advise

- **Time Commitment** – Quarterly Meetings
- **Role** – Consultative Approach, Advisor to V. Administrator & Staff
- **Authority** – Planning Commission and V. Board are decision makers

Lead

- **Time Commitment** – Monthly Scheduled Meetings
- **Role** – Provide support and guidance for V. Administrator & Staff
- **Authority** – Reports to the V. Board on progress, recommendations

Execute

- **Time Commitment** – Monthly Scheduled Meetings w/ additional Project Team meetings in between
- **Role** – Evaluating success, using metrics to measure progress and outcomes
- **Authority** – Decision making capabilities to execute on allocating resources, planning projects

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Examples to Consider

EDWC did light research on other municipalities' Economic Development programs through out Wisconsin.

The special request was made to determine if there are similar examples for this commission to consider replicating or mirroring specific aspects.

- Franklin, WI
  - Assist Common Council and Community Development Authority, make recommendations to the Plan Commission and Common Council
  - Develop and Implement various plans and programs
  - Work with City Department
  - Determine various tax incentives
  - Develop Marketing Strategy
- Madison, WI
  - Assist city officials and staff in promoting
  - Make recommendations on policies and issues to Mayor and Common Council
- Waunaukee, WI
  - Review design standards to ensure the standards allow use of the best available materials.
- Brookfield, WI
  - Assist and advise.
  - Works closely with the County EDC as well as regional EDC's

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Based on “Role” decision, what is the meeting cadence going forward?

Advisory

- Flexible
- Quarterly Meetings



Leading

- Structured
- Monthly Meetings



Executing

- Hands On
- Monthly Meetings
- Project Teams meeting in between



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Outcomes and Next Steps

Decisions to be made

- Role the Commission wants to take
- Meeting cadence
- 2024 Action Plan
- Budget – EDWC Subscription – +3% auto renewal
- Deadlines for who's doing what?

Outcomes

(this space provided to document decisions and next steps)

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BUSINESS OF THE ECONOMIC DEVELOPMENT COMMISSION

MEETING DATE: March 10, 2026

PLACEMENT: Discussion

ITEM TITLE: Ordinance Regarding the Members of the Economic Development Commission (DISCUSSION)

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Ordinance 05-2026 EDC Membership from 7 to 9

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

ORDINANCE NO. 05-2026

AN ORDINANCE AMENDING SECTION 1.379(2) OF THE GERMANTOWN MUNICIPAL CODE RELATING TO THE MEMBERSHIP OF THE ECONOMIC DEVELOPMENT COMMISSION

WHEREAS, section 1.379(2) of the Germantown Municipal Code establishes the rules and regulations related to the membership of the Economic Development Commission; and

WHEREAS, the Village Board desires to amend those regulations to increase the number of members appointed to the Economic Development Commission.

NOW, THEREFORE, the Village Board of the Village of Germantown, Wisconsin, do ordain as follows:

SECTION I

Section 1.379(2) of the Germantown Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is double underlined):

(2) **MEMBERSHIP.** The Economic Development Commission shall consist of ~~7~~9 voting members, who must be Germantown residents, business owners or community leaders. Members shall be appointed by the Village President and confirmed by a majority vote of the Village Board. The Village President shall appoint the Chairman.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION IV

This ordinance shall take effect and be in full force upon its passage and the day after its publication.

Adopted: March 2, 2026

Robert A. Soderberg, Village President

ATTEST:

Donna Ott, Village Clerk

Approved as to form:

Brian C. Sajdak, Village Attorney

Published: 03/11/2026

BUSINESS OF THE ECONOMIC DEVELOPMENT COMMISSION

MEETING DATE: March 10, 2026

PLACEMENT: Discussion

ITEM TITLE: Village of Germantown Developers Agreements Review (DISCUSSION)

SUBMITTED BY:

SUMMARY EXPLANATION:

From: MC Smythe <mcsmythe@wi.rr.com>
Sent: Wednesday, February 18, 2026 1:12 PM
To: Jan Miller <jmiller@germantownwi.gov>
Subject: Development strategy - research documents requested for EDC

Hi Trustee Miller,

I am in the process of putting together some notes for your to consider in the way of development.
I am requesting that development agreements be provided to me for the following transactions/development events that have occurred in recent history in the village of Germantown:

- Briggs and Stratton
- IGA for Richfield water and sewer extension
- New DPW building including the transactions between land seller and the developer of the warehouse
- Kwik Trip new location
- Green Bay Packaging
- Truck Country
- TID 8 developers for each of their buildings including the Flamingo Marine

Further, I am requesting the final contracts for purchase of the Grosenick, Flower Source (2), and Ascension properties.

Even though we may have one or two of the above, it is necessary to have them all together in one batch. Some of these documents have been attached to agenda packets however, I am asking that the final versions, or most current, be provided to the EDC for our review.

What we expect to learn - the items that have and have not been included in the negotiations, the type of due diligence that was made prior to the agreements being made and the final outcome of what the village's obligations may be.

Thanks

Melanie Smythe
Commissioner on the EDC

ATTACHMENT:

1. 1 - Briggs and Straton - Zilber, LTD
2. 2 - Richfield Water Sewer IGA - Richfield Water IGA - Executed
3. 3 - New DPW Building - DPW; PSA - Seller Signed
4. 3 - New DPW Building - DPW; Signed Purchase Agreement 2-22-22
5. 3 - New DPW Building - F Street Germantown LLC - Fully Executed(53181412.1) KELLER
6. 3 - New DPW Building - F Street Purchase and Sale Agreement EXECUTED 220819
7. 4 - Kwik Trip - Declaration of Cov for SWM Kwik Trip, Inc
8. 4 - Kwik Trip - KWIK TRIP_AGREEMENT FOR FUTURE TRAFFIC CONTROL IMPROVEMENTS_signed
9. 5 - Green Bay Packaging - Green Bay Packaging DA - Draft 05292024
10. 5 - Green Bay Packaging - MOU DA for Green Bay Packaging
11. 6 - Truck Country - Truck Country Executed Docs
12. 8 - TID 8 - Ellaretee Deve Agreement
13. 8 - TID 8 - Flamingo Marine IGA
14. 8 - TID 8 - Goldendale Road Germantown LLC Development Recorded
15. 8 - TID 8 - Murphy Pet Foods
16. 8 - TID 8 - Zilber, LTD
17. 9 - Grosenick - 2023.08.22 - Addendum - FINAL - executed
18. 9 - Grosenick - 2023.08.22 - OTP - FINAL - executed
19. 9 - Grosenick - 2023.08.22 - Purchase and Sale Agreement - FINAL - executed
20. 9 - Grosenick - Grosenick - Office Building Addendum A
21. 9 - Grosenick - Grosenick - Office Building Purchase and Sale Agreement
22. 9 - Grosenick - Grosenick - Sixth Amendment to Office Building OTP - v2
23. 9 - Grosenick - Grosenick - Sixth Amendment to Vacant Land Purchase and Sale Agreement - v2
24. 9 - Grosenick - Grosenick - Vacant Land Purchase and Sale Agreement
25. 10 - Flower Source - Germantown Warhawks - Flower Source - First Amendment to PSA 240819
26. 10 - Flower Source - Germantown Warhawks - Flower Source - Second Amendment to PSA v2_MSC Revision_120324 4900-7140-1987_ (002)
27. 10 - Flower Source - Germantown Warhawks - FLower Source 1229807 Buyer Settlement Statement v2
28. 10 - Flower Source - Germantown Warhawks LLC Offer to Purchase (Old Flower Source) Executed 240811
29. 11 - Ascension - Columbia St Marys CD Settlement Combined - Not Final
30. 11 - Ascension - Columbia St Marys PSA FINAL 250213
31. 11 - Ascension - Red Badger - Columbia St Marys - First Amendment to PSA 240819
32. 11 - Ascension - Red Badger - Columbia St Marys - Second Amendment to PSA_MSC Revision_120324 4879-5117-5421 v1 FINAL

33. 11 - Ascension - Red Badger - Vacant Land - 1229807X2 Buyer Settlement Statement
34. 11 - Ascension - Red Badger - Vacant Land - First Amendment to PSA 240819
35. 11 - Ascension - Red Badger - Vacant Land - Second Amendment to PSA_MSC Revision_111924 4886-3969-6637 v1 FINAL
36. 11 - Ascension - Red Badger LLC Offer to Purchase (Part of Columbia St Marys)_Executed 240811
37. 11 - Ascension - Red Badger LLC Offer to Purchase (Vacant Land) Executed 240811

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

DOCUMENT#: 1457454
Date:08-15-2018 Time:02:25 PM Pages: 6
Fee:$30.00 County:WASHINGTON State:WI

Sharon A. Martin
SHARON A MARTIN, REGISTER OF DEEDS
The above recording information verifies this document has been electronically recorded
Returned to Wisconsin Title, Closing and Credit Services

MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number	Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the 6th day of August, 2018, by and between ZPG Development LLC, a Wisconsin limited liability company **("Developer")**, and the **VILLAGE OF GERMANTOWN**, a municipal corporation of Washington County, Wisconsin **("Village")**.

Recording Area

Name and Return Address

Village of Germantown
Attn: Village Clerk
PO Box 337
Germantown WI 53022

PIN: _____

WITNESSETH:

WHEREAS, Developer and the Village entered into that certain Development Agreement dated August 6, 2018 **("Development Agreement")**. The full Development Agreement is available for inspection and copies can be obtained at the Village of Germantown Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Washington County, State of Wisconsin in order to place third parties on notice of the Development Agreement and the Developer's and the Village's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the Village hereby acknowledge as follows:

RECORDED ELECTRONICALLY
DOC. NO. 1457454
COUNTY Washington
DATE: 8-15-2018
WISCONSIN TITLE SERVICE
(262) 542-1700

MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number | Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the 6th day of August, 2018, by and between ZPG Development LLC, a Wisconsin limited liability company **("Developer")**, and the **VILLAGE OF GERMANTOWN,** a municipal corporation of Washington County, Wisconsin **("Village").**

Recording Area

Name and Return Address

Village of Germantown
Attn: Village Clerk
PO Box 337
Germantown WI 53022

PIN: _____

WITNESSETH:

WHEREAS, Developer and the Village entered into that certain Development Agreement dated August 6, 2018 **("Development Agreement").** The full Development Agreement is available for inspection and copies can be obtained at the Village of Germantown Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Washington County, State of Wisconsin in order to place third parties on notice of the Development Agreement and the Developer's and the Village's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the Village hereby acknowledge as follows:

1. **PROPERTY.** The **"Property"** is land located in the Village of Germantown, Washington County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the Village with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. COUNTERPART SIGNATURES. This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER:
ZPG Development LLC
By: Towne Realty, Inc., manager

By:_____
Name:
Title:

VILLAGE:

VILLAGE OF GERMANTOWN

By:_____
Dean Wolter, Village President

Attest:

By:_____
Deanna Boldrey, Village Clerk

STATE OF WISCONSIN)
) SS.
COUNTY)

Personally appeared before me this ____ day of August 2018, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of the Developer and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally appeared before me this 6th day of August 2018, the above-named Dean Wolter and Deanna Boldrey, Mayor and Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: January 21, 2020



IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER:
ZPG Development LLC
By: Towne Realty, Inc., manager

By: _____
Name: John W. Kersey
Title: Executive Vice President

VILLAGE:

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest:

By: _____
Deanna Boldrey, Village Clerk

STATE OF WISCONSIN
) SS.
Milwaukee COUNTY

Personally appeared before me this 8th day of August 2018, the above-named John W. Kersey, the Executive VP of Towne Realty, Inc., to me known to be the person who executed the foregoing agreement on behalf of the Developer and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: 6-17-21

NOTARY PUBLIC
TERRI A. BRATZ
STATE OF WISCONSIN

STATE OF WISCONSIN
) SS.
MILWAUKEE COUNTY

Personally appeared before me this ____ day of _____ 2018, the above-named Dean Wolter and Deanna Boldrey, Mayor and Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: _____

GUARANTOR:

Zilber Ltd.

By: _____
John W. Kersey, Executive Vice President
Date:

STATE OF WISCONSIN)
) SS.
COUNTY)

Personally appeared before me this 3rd day of August 2018, the above-named John W. Kersey, the Executive Vice President of Zilber Ltd., to me known to be the persons who executed the foregoing agreement on behalf of the Guarantor and by its authority.

_____
Notary Public State of Wisconsin
Terri A. Bratz
My commission expires: 6-17-21

NOTARY PUBLIC
TERRI A. BRATZ
STATE OF WISCONSIN

EXHIBIT "A"
LEGAL DESCRIPTION

Lots One (1) and Two (2) of CERTIFIED SURVEY MAP NO. 6824, being part of Lot One (1) of Certified Survey Map No. 51, all of Lot One (1) of Certified Survey Map No. 1963, all of Lot Two (2) of Certified Survey Map No. 6182, all of Lot One (1) and Lot Two (2) of Certified Survey Map No. 6660 and additional lands in the Southwest One-quarter (1/4) and Northwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Seven (7) and the Northeast One-quarter (1/4), Southeast One-quarter (1/4), Southwest One-quarter (1/4) and Northwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Seven (7), in Township Nine (9) North, Range Twenty (20) East, in the Village of Germantown, Washington County, Wisconsin, recorded in the Office of the Register of Deeds for Washington County on August 15, 2018 in Volume 52, Pages 306 to 311 inclusive, as Document No. 1457416.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County (the "Village"), ZPG Development LLC, a Wisconsin limited liability company ("Developer") and Zilber Ltd., a Delaware Corporation (the "Guarantor").

RECITALS:

WHEREAS, Developer has a contractual right to purchase approximately 151.17 acres of vacant land located in the Village of Germantown, which is more fully described in the attached Exhibit A (the "Property"); and

WHEREAS, Developer intends to develop the Property as a business park for office and light industrial uses to include up to approximately seven (7) individual buildings with an aggregate footprint up to approximately 2,000,000 sq. ft. (the "Project"); and

WHEREAS, the Project will necessitate the expansion of the Village's roadway infrastructure and water and sanitary sewer facilities to serve the Property, including but not limited to, the installation of water and sanitary sewer mains, roadway improvements, and storm water facilities being comprised of the "Village's Plans" (attached hereto as Exhibit B-1) and the "Developer's Plans" (attached hereto as Exhibit B-2), as the case may be; and

WHEREAS, the Village has taken the preliminary steps to establish a tax increment district known as Tax Incremental District No. 8 ("District") to finance the public works and improvements to service the Project pursuant to a Project Plan for the District (the "TID Project Plan"); and

WHEREAS, the Village has determined that to promote development, expand the tax base of the Village and to provide for job creation and retention, it is willing to provide some financial incentive to Developer to complete construction and commence operation of the Project; and

WHEREAS, Developer has provided financial information sufficient to demonstrate to the Village Board that Developer has need of financial incentive for the construction and operation of the Project to be financially viable within a reasonable time frame; and

WHEREAS, prudent fiscal management by the Village requires that this incentive to the Developer be provided with appropriate assurances to the Village that the Project will be developed substantially as presented to the Village; and

WHEREAS, the Village and Developer acknowledge that their respective rights and obligations under this Agreement shall be applicable to them only in the event that (i)

the District is established and the TID Project Plan is approved by the Village Board and the Joint Review Board, and (ii) Developer acquires the Property; and

WHEREAS, the Village and Developer acknowledge and agree that a high quality development is necessary in order to ensure that the District is successful and pays its costs solely from the increment generated by development within the District without resorting to general fund tax dollars; and

WHEREAS, the Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code of Germantown (the "Municipal Code") and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these Recitals, which are hereby made a part of this Agreement, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – DEVELOPER OBLIGATIONS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements on the Property required by the Village including those improvements required by Sec. 18.08 of the Municipal Code in accordance with the provisions of the Developer's Plans. It is the intent of this Agreement that all public improvements included and described as "Developer Obligations" herein and detailed in the Developer's Plans shall be installed on the Property, in a good and workmanlike manner by Developer with the exception of those improvements located offsite and to be installed by the Village as detailed in the Village's Plans and Article II.

1.02 BUSINESS PARK IMPROVEMENTS. Developer shall generally prepare the Property for use as a business park to include site grading and the installation of internal roads and water, sanitary sewer, storm water and other utilities as is more fully described herein. Additionally, Developer shall undertake initial development within the business park as follows:

(1) Construction of an approximately 700,000 sq. ft. building with a minimum assessed value including the real estate thereunder of $28,000,000 to be commenced not later than September 15, 2018, and substantially completed not later than December 1, 2019 ("Building 1"); and

(2) Construction of a second building with a minimum assessed value including the real estate thereunder of $5,000,000 to be substantially completed not later than December 31, 2020 ("Building 2").

(3) Upon the recording of a certified survey map creating and designating the separate parcel underlying each of Building 1 and Building 2, Developer and

Village shall execute an amendment to this Agreement specifically identifying the legal descriptions for each of Building 1 and Building 2.

1.03 WATER SUPPLY FACILITIES. Developer shall design and submit to the Village Engineer for approval the Developer's Plans, specifications and contract documents for all water supply facilities, including an extension of water main of a size to be reasonably established by the Village from the main to be installed by the Village within Holy Hill Road into the Property together with necessary private water laterals to service the proposed buildings for the complete development of the Property, before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 6.0 "Water Distribution System Requirements." All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. Any private water utility improvements (e.g., private water mains) installed in the future shall be maintained in accordance with the Village's standard-form Private Water Main Operation, Inspection and Maintenance Agreement. All public water main not within public right-of-way shall be constructed within an easement dedicated to the Village of Germantown. Water main and lateral trenches shall be aggregate slurry backfilled if installed in a previously existing roadway.

1.04 SANITARY SEWER FACILITIES. Developer shall design and submit to the Village Engineer for approval the Developer's Plans, specifications and contract documents for all sanitary sewer facilities, including an extension of sanitary sewer main of a size to be reasonably established by the Village from the Village sanitary sewer interceptor to be installed by the Village in Holy Hill Road into the Property, and all necessary laterals to service the proposed buildings, before authorization for construction will be given, in accordance with Sec. 18.08(7) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. Any such easement dedication to the Village shall be through an easement document containing specific terms to be associated with the easement prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches shall be aggregate slurry backfilled if installed in a previously existing roadway.

1.05 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone and/or other similar telecommunications facilities, and natural

gas facilities to be installed on the Property. All such services shall be located underground in accordance with applicable codes.

1.06 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may reasonably require or direct pursuant to Sec. 17.441 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

(1) Developer shall file and comply with an erosion control plan.

(2) Developer is required to obtain an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire project and until the vegetation has sufficient growth to control the run-off as shall be reasonably determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be reasonably determined by the Village's engineering staff.

(3) Developer shall promptly undertake topsoiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales, all in accordance with the Developer's Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper, as deemed necessary by the Village Building Inspector, Engineer and/or their assignees. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Developer shall remit payment within thirty (30) days of receipt of such invoice(s). Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

(5) Developer shall maintain all vegetation on undeveloped parcels and within drainage areas in a neat, orderly and weed-free appearance.

1.07 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval storm water drainage facilities adequate to accommodate expected surface water flow within and through the Property, in accordance

with Sec. 18.08(10) of the Municipal Code and Chapter 13 of the Milwaukee Metropolitan Sewerage District rules.

(1) Except as provided in Section 1.11(2), Developer agrees that it responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities ("Storm Water Facilities") located on the Property. Storm Water Facilities shall be maintained in the future according to the same performance standards to which they were constructed pursuant to Section 18.08(10), Municipal Code, namely, that they accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

(2) All Public Storm Water Facilities shall be installed in an easement and/or located in a designated future outlot parcel, provided for the benefit of all owners of the Property.

1.08 LANDSCAPING. Developer shall complete all landscaping in accordance with the landscaping plans to be filed with and approved by the Village and seeding, matting/mulching or sodding of Village right-of-way to the extent shown on the Developer's Plans, all to be completed prior to acceptance of the improvements by the Public Works Committee. Acceptance of the improvements by the Public Works Committee will not be delayed where landscaping would be completed but for adverse weather conditions or seasonality impacting completion. Any delay in completion due to adverse weather or seasonality shall not relieve Developer of the obligation to promptly complete the landscape improvement when weather permits.

1.09 STREET IMPROVEMENTS. Developer shall design and submit to the Village Engineer for approval all Developer's Plans, specifications and contract documents for all street improvements within the Property before authorization for construction will be given. This shall include those improvements to streets abutting the development in accordance with Sec. 18.08(15) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village.

1.10 LAND DEDICATION. If so requested by the Village, Developer shall dedicate not more than approximately two (2) acres of land within the Property to the Village for the purposes of installing a well, water tower, sanitary lift station and/or similar public improvements. Any request by the Village for dedication pursuant to this Section 1.10 shall be in writing, for a facility at a mutually agreeable location, and shall be at no cost to Developer. In the event the Village does not request a land dedication pursuant to this Section 1.10 within twenty-four (24) months of the date hereof, the Village's right to do so shall expire and be of no further force or effect.

1.11 ADDITIONAL REQUIREMENTS.

(1) Developer shall not convey title to any developable parcel of real estate within the Property, to any unrelated third party or unrelated entity without creating and recording protective covenants that have been approved by Village staff and legal counsel (the "Protective Covenants"), which in substance shall generally be consistent with the applicable Village ordinances in existence as of the date hereof. The Protective Covenants shall provide they may not be materially amended without the prior written consent of the Village. Application of this Section 1.11 specifically excludes the creation of easements or other dedications necessary or desirable for development and access purposes, and dedications to the Village, from the requirement to record Protective Covenants.

(2) Developer may create a nonprofit business park association (the "Business Park Association") to serve as an association of owners of industrial land within the Property, subject to the terms and conditions of the Protective Covenants. The Protective Covenants will provide that no building or other improvement may be erected without the prior written approval of the Business Park Association Review Board. Under the Protective Covenants, the Developer may assign the Developer's responsibility under Section 1.07(1) to the Business Park Association under such terms as the Village reasonably deems necessary to ensure appropriate and adequate maintenance of the Stormwater Facilities.

(3) The buildings and improvements to be constructed on the Property and their uses shall be in compliance with all applicable municipal zoning ordinances of the Village. The establishment of the District shall not obligate the Village to grant conditional uses or variances.

(4) Developer shall continuously and in good faith market the Project. Upon request, Developer shall provide periodic marketing status reports to the Village.

(5) The Guarantor shall enter into a guaranty agreement with the Village specifying that Guarantor shall guarantee completion of Developer's obligations to construct Building 1 and Building 2 (hereinafter in the Guaranty Agreement referred to as "Developer's Work"), in substantially the form attached hereto as Exhibit D.

ARTICLE II – VILLAGE OBLIGATIONS

2.01 PUBLIC UTILITY EXTENSIONS. The Village, entirely at its own expense as a project cost of the District, shall design, construct and install an extension of both the public water main and the public sanitary sewer interceptor from their current terminus located within Goldendale Road approximately 2,400 feet north of the intersection of Freistadt and Goldendale Roads (directly north of the Wisconsin & Southern Railroad tracks) to the intersection of Holy Hill Road and the proposed entrance road into the Property for the Project. The design and construction of the public utility extensions shall be done pursuant to the Village's Plans and shall be sufficient to serve and

accommodate the completed full development of industrial and/or office use buildings on the Property. The Village shall commence this construction not later than November 1, 2018, and complete all public utility extension work, including appropriate testing, inspection and completion of "punch-list" items, ready and available for connection to Developer's utility work, no later than March 1, 2019.

2.02 ROADWAY IMPROVEMENTS. The Village, entirely at its own expense as a project cost of the District, shall design, construct and install improvements to Holy Hill Road as shown on the Plans from the interchange of Holy Hill Road and I-41 to the proposed entrance to the Project pursuant to the Village's Plans. The Village shall commence this construction not later than March 1, 2019, and complete it not later than August 1, 2019. In addition, the Village, entirely at its own expense, shall be responsible for any other current and future public road improvements (including but not limited to the extension of the initial access road on the Property to be dedicated to the Village, and the related utility systems) that may be required to serve and accommodate the completed full development of industrial and/or office buildings on the Property, including any improvements (direct or indirect) required as a result of any current or future traffic impact analysis or similar studies that serve as a basis for current or future improvement requirements. The Village's financial commitment hereunder is limited to those costs traditionally paid for by the Village, and notwithstanding anything in this paragraph, WisDOT, Washington County and/or future developers on other properties within the Village shall contribute to these costs in the customary manner.

2.03 FINANCIAL INCENTIVE TO DEVELOPER. In consideration for the development and construction of the Project by Developer in the time and manner required herein, the Village agrees to pay a cash incentive to the Developer in the amount of One Million Six Hundred Thousand and 00/100 Dollars ($1,600,000.00) (the "Incentive"). The Incentive shall be a project cost of the District. Such payment shall be made upon Developer substantially completing the water main, sanitary sewer and roadway improvements called for hereunder in accordance with the Developer's Plans.

2.04 FINANCING. In order to finance the Village's obligations hereunder and under the TID Project Plan (the "TID Obligations"), the Village may issue bonds, notes or other debt instruments of its choice (the "Bonds"). It is intended that the principal and interest on the Bonds be paid from tax incremental revenues generated from the Property as it is developed and other real estate within the District, and/or capitalized interest available under the Bonds, in accordance with Wis. Stat. § 66.1105. The Bonds issued to finance the TID Obligations shall be in an amount adequate to finance all costs for such the TID Obligations.. The Village shall not assess the Property, nor charge Developer or any subsequent owner of any parcel of the Property, any "impact" or other assessment or fees which have the effect of (a) reimbursing the Village for improvements financed by the Bonds, or (b) paying the Village for municipal services provided to the District on a different basis than similar services supplied to other land in the Village; provided, however, that following completion of the TID Obligations, the Village may specially assess land in the District for subsequent repairs and replacements to the public improvements installed as part of the TID Obligations to the same extent and in the same manner that the Village assesses for repair or replacement of any other municipal

improvement upon similar real estate within the Village. The preceding sentence shall not prevent the Village from requiring the payment of (i) general real estate tax assessments, (ii) utility reserve capacity assessments (RCAs), hook-up fees and service charges, and (iii) any other similar "impact" fees or other assessments, fees or charges, as long as they apply consistently to all land in the Village.

ARTICLE III - CONSTRUCTION

3.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements on the Property contemplated by this Agreement to be installed by the Developer in accordance with the Developer's Plans. Developer has provided a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction, it being acknowledged that the Village and Village Engineer have approved the starting date and schedule. A pre-construction meeting shall be scheduled between Developer, the contractors and the Village prior to commencement of any construction on the public improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

3.02 OCCUPANCY PERMITS. No occupancy permits under Chapter 14 of the Municipal Code shall be issued until the water main, sanitary sewer, and storm sewer improvements are installed, inspected by the Village utilities and approved by the Village Engineer, all record-drawings are filed with the Village approved by the Village Engineer in accordance with Section 3.05 below, and all other improvements required by this Agreement are installed and accepted by the Public Works Committee unless otherwise agreed to by Village staff.

3.03 REQUIRED PLANS. Developer shall submit to the Village Engineer for approval all of the Developer's Plans, profiles and specifications required by Sec. 18.09(3) of the Municipal Code. Required plans for improvements shall include the following:

(1) Site grading plan; and

(2) Water main and storm sewer record-drawings, including plans for the Private Water System and sanitary sewer; and

(3) Erosion and sedimentation controls.

In addition, Developer shall submit to the Village Engineer for approval all specifications before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require reasonable document revisions and modifications to conform to Municipal Code.

3.04 EXISTING FLORA. Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses located within and on the berm along the northern edge of the Property and within the wetland areas which are protected and retained (e.g., those for

which a fill permit or other permit has not been granted). Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

3.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance (as defined below) of the improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main and fire hydrant lead and storm water management facilities. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department.

ARTICLE IV - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until (i) all applicable outstanding charges to be paid by Developer under the Municipal Code have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

Developer shall submit a written request to the Village Engineer for acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action and satisfaction of the conditions set forth in this Agreement, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 8.01 of this Agreement.

ARTICLE V - PAYMENT OF FEES

5.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the

Village. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village. A reasonable estimate of fees described herein has been provided by the Village to Developer and shall be included in the "Village Fee Schedule" attached hereto as Exhibit C. Final fees set to be paid by Developer shall not materially increase from the amounts shown on the Village Fee Schedule except as may result from a change in Developer's Plans.

5.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees shall consist of the following:

(1) Water:	$832.00/REC.
(2) Fire Protection:	$0.63549/$1000 Building Cost.
(3) Police Protection Facilities:	$ 0.2809/$1000 Building Cost.
(4) Sewer Connection Fee	$4,060.00/REC.

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of Building Permit issuance. One year following the issuance of the occupancy permit, Water and the Sewer Connection Fees paid hereunder shall be reviewed and adjusted based upon the average actual usage with a final settlement to be completed and payable within thirty (30) days of the completion of the review.

5.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the project to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10 (3) of the Municipal Code. The fee shall be calculated as follows:

2.25% of the first $250,000 of construction costs; and
1.75% of the next $250,000 of construction costs; and
1.25% of construction costs which exceed $500,000.

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of $5,000 for a fee as per Section 18.10(3) of the Municipal Code. The fee as calculated based upon the required improvements hereunder is as shown in Exhibit C.

5.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all

reasonable professional (technical and legal) fees incurred by the Village solely in connection with the improvements constructed by Developer within the Property. The Village shall be reimbursed for reasonable engineering and inspection services, whether provided by a staff engineer or technician or designated employee or by a consultant, and shall also be reimbursed for reasonable services rendered by the Village Attorney.

5.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this project.

ARTICLE VI - SPECIAL PROVISIONS

6.01 SEWER CONNECTIONS. Developer shall install sewer connections, grease interceptors and sampling manholes at the Property as required by Village code, however, any such connections, grease interceptors or sampling manholes associated with any specific building development shall not be the responsibility of Developer under this Agreement.

6.02 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property, including a wetlands delineation report. Approval of the subject development plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as shown on the approved plans, will not be allowed to grade, fill, or conduct any other type of development within seventy-five (75) feet of the high water mark of a navigable waterway or twenty-five (25) feet from a wetland, without first implementing appropriate shoreland protection measures and/or receipt of required approvals to conduct such work. A note regarding this restriction shall be placed on the Final Plat, if any.

6.03 OTHER UTILITIES. The Village and Developer understand that the general Germantown area, including the Property, may experience insufficient capacity in the future for gas and electric utility service as a result of existing use and new development in the general Germantown area. Both the Village and Developer understand that certain gas and electric service utilities may require system upgrades to service the general Germantown area (including the Property). If utility service system upgrades are necessary for the development of improvements on any of the Property parcels, the Village and the Developer agree to work in good faith to determine fair and reasonable solutions to fund such utility service system upgrades, each party acknowledging that such solutions may involve other third parties with a vested interest in the potential utility system upgrade(s).

ARTICLE VII - FINANCIAL GUARANTY

7.01 AMOUNT. Developer shall at the time of issuance of the initial building permit pay to the Village such funds as itemized in the Village Fee Schedule, in the form of a cash deposit or letter of credit, which shall assure the faithful performance of Developer's Obligations under this Agreement. The Village shall maintain these funds as security and upon an event of default by Developer pursuant to Section 9.02(1), the Village shall have the right to draw upon the security. Upon Developer's payment of any cost item set forth on the Village Fee Schedule, the Developer may request, and the Village so grant, a commiserate reduction in the cash deposit or letter of credit. The Village shall provide regular updates as to the balance of the funds. Upon final acceptance of the public improvements, there shall be a final settlement on the funds based upon actual costs, with any excess cash balance or the letter of credit instrument, as the case may be, promptly returned to Developer.

7.02 LIABILITY NOT RELEASED. All deposits given hereunder are security devices only which in no manner limit the liability of Developer to the Village, however arising and regardless of the amount.

7.03 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this financial guaranty, the Village reserves the right subject to the notice and cure requirements set forth in Section 9.02, to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the Property. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. As specifically related to Developer's obligations under this Agreement, this provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

7.04 REMEDIES. At the option of the Village and subject to the notice and cure requirements set forth in Section 9.02, a material breach of this Agreement shall result in the Village having the right to withhold the initial issuance of any and all occupancy permits until such breach is cured. In addition, subject to the notice and cure requirements set forth in Section 9.02, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property and/or draw upon the financial guaranty (whether certified check or letter of credit) to pay for the necessary cost for the Village to complete the public improvements in accordance with the Plans. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

7.05 ESTIMATED ASSESSED VALUE. Developer estimates that upon completion, and as of January 1, 2020, the equalized value of Building 1 of the Project will be not less than $28,000,000, and Developer agrees not to challenge any equalized assessed value of Building 1 up to $28,000,000, absent manifest error or mistake. Further, Developer estimates that upon completion, and as of January 1, 2021, the equalized value of Building 2 of the Project will be not less than $5,000,000.00, and Developer agrees not

to challenge any equalized assessed value of Building 2 up to $5,000,000.00, absent manifest error or mistake. If the Village performs all of its obligations under this Agreement and either of the first two buildings of the Project fail to reach their respective equalized assessed values specified above or if Developer successfully challenges and causes a reduction of the assessed value of Building 1 or Building 2 below those specified assessed values, then Developer shall pay to the Village an amount equal to the amount of the general property taxes that would have been due for Building 1 and/or Building 2, multiplying the Village's then current mill rate by the specified assessed value(s), less the amount of taxes actually paid for the building(s) (the "Differential Amount"), by way of the Village increasing the real estate tax bill amount in the same amount as the Differential Amount. Developer's obligations under this paragraph upon any default shall be collectible as general property taxes and any such delinquent amount shall constitute a lien upon Building 1 or Building 2, as the applicable case may be, as and in the same method, manner, status and legal existence as levied taxes are a lien pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627. Developer's responsibility or obligation for any Differential Amount hereunder shall run with the land, and upon the conveyance of title to Building 1 and/or Building 2, shall become the obligation and responsibility of any respective Successor owner(s) of Building 1 and/or Building 2, and Developer shall be released from any further obligation. Any responsibility or obligation hereunder shall also terminate upon the closure of TID No. 8. The language of this Section 7.05 notwithstanding, the Developer, its successors and assigns, shall have no obligation for any deemed Differential Amount in the case where the equalized assessed value drops below $33,000,000.00 due to a Force Majeure or casualty event, if the assessed value for the balance of the Property is sufficient to not cause a material impact to the overall financial health of the District at the time of the subject Force Majeure or casualty event. In the event that Wisconsin law changes with respect to the method of assessment for Building 1 and/or Building 2, the parties agree to negotiate in good faith as necessary to effectuate the purpose of this paragraph.

ARTICLE VIII - GUARANTEE AND INDEMNIFICATION

8.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee all dedicated improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as delivered in Article IV of this Agreement. Developer shall repair or replace any such improvements as reasonably required by the Village Engineer to eliminate such defects and shall pay for the actual damages incurred by Village property directly resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

8.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of Developer, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Village, its employees, agents or contractors), in connection with

Developer's performance of this Agreement. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after service of such suit upon the Village, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village. The Village shall indemnify and hold Developer harmless against and from any and all liability, judgments, costs and expenses incurred by Developer as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of the Village, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Developer, its employees, agents or contractors), in connection with the Village's performance of this Agreement. In every case where judgment is recovered against Developer and where notice of the pendency of the suit and an opportunity to defend the same has been given to the Village within ten (10) days after service of such suit upon Developer, the judgment shall be conclusive upon the Village, not only as to the amount of damages, but also as to its liability to Developer.

8.03 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, fines and penalties) resulting from or relating in any way to the presence of toxic or hazardous material or substances present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with this Agreement, provided that such materials or substances were likely present at the time of such dedication or conveyance; and, further provided, that such materials or substances exist on the Property because of the acts of Developer or Developer's contractors or employees. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

8.04 INDEMNIFICATION CLAIMS. Upon either the Village or Developer becoming aware of the occurrence of any event or the existence of any state of facts in respect of which such party has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

(1) The indemnified party shall provide the indemnifying party notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the indemnified party's failure to timely notify the indemnifying party shall not prevent or in any way impair recovery by such party unless the indemnifying party is materially prejudiced as a result of such failure;

(2) Subject to paragraphs (c) through (f) below, the indemnifying party diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(3) The indemnified party may at its own expense hire counsel or consultants to monitor the Claim;

(4) The indemnifying party shall not, without the prior written consent of the indemnified party, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(5) The indemnifying party shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the indemnified party, it fails to diligently defend, negotiate or settle such Claim. In the event that the indemnifying party has lost its right to defend, negotiate or settle any Claim: (i) the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the indemnifying party's cost and expense, to defend, negotiate and settle any Claim, and (ii) the indemnifying party shall pay such reasonable costs and expenses incurred by the indemnified party within twenty (20) days of receipt of written notice from the indemnified party;

(6) If the indemnifying party does not timely assume responsibility for any Claim, the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of the indemnifying party, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

8.05 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than $1,000,000.00.

(3) Property damage insurance having limits of not less than $500,000.00.

(4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

ARTICLE IX - TIME OF COMPLETION

9.01 COMPLETION DATE. Subject to the terms of this Agreement, Developer shall complete Building 1 and Building 2 of the Project, which shall include installation of utility service, construction and installation of the sanitary sewer and water main improvements, stormwater facilities, driveways, parking lots, landscaping berms, and all other site work and improvements as may be required pursuant to the Developer's Plans for the Project, consistent with the schedule identified in Section 1.02. Each building shall be deemed completed upon a certificate of occupancy (whether the certificate is temporary, final, conditional or unconditional) being issued by the Village and the Village accepting the water and sanitary sewer main extensions in accordance with the terms of this Agreement.

9.02 DEFAULT.

(1) The occurrence of any one or more of the following events shall constitute a default by Developer:

(a) Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before fifteen (15) days following written notice of such failure; or

(b) Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

(c) Developer:

(i) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or

(ii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(iii) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(iv) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or

(v) adopts a plan of complete liquidation of its assets.

(2) The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

(3) Upon the occurrence of any default by either party and following the notice requirements set forth above, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity.

(4) No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

(5) In the event of the default by either party, all reasonable fees, cost and expenses incurred by the nondefaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

9.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to

procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

ARTICLE X – NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) two business days following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, or (iv) upon transmission if by facsimile or email, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the Village:	Village of Germantown ATTN: Steven Kreklow, Administrator PO Box 337 N112 W17001 Mequon Road Germantown, WI 53022 Email address: skreklow@village.germantown.wi.us
AND a copy to:	Brian C. Sajdak, Esq. Wesolowski, Reidenbach & Sajdak, S.C. 11402 W. Church St. Franklin, WI 53132 Email address: brian@wrslegal.net
If to Developer:	ZPG Development LLC c/o Towne Realty, Inc., manager 710 N. Plankinton Avenue Suite 1200 Milwaukee, WI 53203 Attention: John W. Kersey, Executive Vice President Phone: 414-274-2509 Email address: John.Kersey@Zilber.com
AND a copy to:	Sandi DeLisle, Esq. Corporate Counsel, Zilber, Ltd. 710 N. Plankinton Avenue Suite 1200 Milwaukee, WI 53203 Phone: 414-274-2438 Email address: Sandi.DeLisle@Zilber.com
If to Guarantor:	Zilber Ltd. 710 N. Plankinton Avenue Suite 1200

Milwaukee, WI 53203
Attention: John W. Kersey, Executive Vice President
Phone: 414-274-2509
Email address: John.Kersey@Zilber.com

AND a copy to:

Sandi DeLisle, Esq.
Corporate Counsel, Zilber, Ltd.
710 N. Plankinton Avenue Suite 1200
Milwaukee, WI 53203
Phone: 414-274-2438
Email address: Sandi.DeLisle@Zilber.com

ARTICLE XI - GENERAL PROVISIONS

11.01 ORDINANCES AND REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. In the event any provision set forth in this Agreement is in conflict with any provision set forth in any other Village code or ordinance, this Agreement shall control.

11.02 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any building, lot or parcel of land within the Property.

11.03 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

11.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

11.05 OWNERSHIP. Developer certifies and warrants to the Village that as of the Effective Date (as defined below) of this Agreement it is the sole owner of the real estate that comprises the Property. Village hereby consents to the periodic transfer of certain parcels of the Property (to be created by approved certified survey maps(s)), to single-purpose entities controlled by Developer, for purposes of development of parcels within the Property and/or obtaining lender financing. Developer shall provide the Village written notice of such transfer and notwithstanding any such transfer, shall remain responsible for all Developer obligations as otherwise set forth herein.

11.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Developer as an authorized officer of the same.

11.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

11.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

11.09 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

11.10 REAL ESTATE TAXES. Developer agrees to timely pay or cause to be paid to the Village general property taxes assessed and levied by the Village in connection with the Project under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Developer further agrees that, until the closure of TID No. 8, it will not knowingly sell, lease, assign or otherwise transfer or convey any ownership interest in the Project to a person or entity that would directly result in the Property becoming exempt from general property taxation, nor otherwise use the Property in any manner that would cause all or a portion of the Property to be exempt from general property taxation unless the exempt entity or user first enters into a Payment in Lieu of Taxes (PILOT) Agreement with the Village upon such terms as are agreeable to the Village.

11.11 MEMORANDUM. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Washington County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached Exhibit E.

11.12 TERMINATION. This Agreement and all rights and obligations hereunder shall terminate upon the earlier to occur of (i) full performance by Developer and the Village of all of their respective obligations under this Agreement; and (ii) upon termination of the District. Upon such termination, the parties shall execute and record a termination of all Memorandum of Agreement(s) recorded against the Property.

11.13 TIME. Time is of the essence as to completion by the parties of their respective obligations, and is a critical component in success of the Project and the District.

The parties agree that all actions, approvals, and consents required herein, shall be acted upon promptly and with diligence, and shall not be unreasonably withheld, conditioned or delayed.

11.14 ASSIGNMENT. Prior to substantial completion of Building 2, this Agreement may not be assigned by the Developer without the Village's consent, which may be granted or withheld in the Village's sole discretion, provided, however, Developer may assign or partially assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the Village. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender(s) upon reasonable approval of the Village Attorney as to the form of the assignment. In the event that any such lender forecloses on its collateral and succeeds as Developer of the Property, the Village shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

11.15 EFFECTIVE DATE. This Agreement shall be binding on the Developer and deemed of full force and effect as of the date the Developer takes fee simple title to the Property ("Effective Date"). In the event Developer does not close on the acquisition of the Property, this Agreement shall be null and void.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this 6th day of August, 2018.

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

ZPG DEVELOPMENT LLC
By: Towne Realty, Inc., manager

By:_____
John W. Kersey, Executive Vice President

Personally came before me this 3rd day of August, 2018, the above-named, John W. Kersey, Executive Vice President of Towne Realty, Inc., to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged that he executed the foregoing instrument in such capacity.

By: Debra Lynn Boeder
Print Name: DEBRA LYNN BOEDER
Notary Public, State of Wisconsin
My Commission Expires: 03/05/2021

NOTARY PUBLIC
DEBRA LYNN BOEDER
STATE OF WISCONSIN

VILLAGE OF GERMANTOWN

By_____
Dean Wolter, Village President

ATTEST:

By Deanna L Boldrey
Deanna Boldrey, Village Clerk

Per Village Board Approval: Dated 7-2-18

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of August, 2018, the above-named, Dean Wolter, Village President, and Deanna Boldrey, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation.

By Jane C. Kassis
Print Name: Jane C. Kassis
Notary Public, State of Wisconsin
My Commission Expires: January 21, 2020

Approved as to form:

Brian C. Sajdak, Village Attorney

GUARANTOR:

ZILBER LTD.

By: _____

Name: John W Kersey

Its: Ex. V. P.

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 3RD day of August, 2018, the above-named, JOHN W. KERSEY, EXECUTIVE VICE PRESIDENT of Zilber Ltd., to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged that he ~~or she~~ executed the foregoing instrument in such capacity.

By: Debra Lynn Boeder
Print Name: DEBRA LYNN BOEDER
Notary Public, State of Wisconsin
My Commission Expires: 03/05/2021

NOTARY PUBLIC
DEBRA LYNN BOEDER
STATE OF WISCONSIN

EXHIBIT A

LEGAL DESCRIPTION

All of that land being part of Lot 1 of Certified Survey Map No. 51, all of Lot 1 of Certified Survey Map No.1963, all of Lot 2 of Certified Survey Map No. 6182, all of Lot 1 and Lot 2 of Certified Survey Map No. 6660 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 7 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, more specifically described as follows:

Beginning at the southeast corner of the Southwest 1/4 of said Section 7; Thence North 89°48'24" West along the south line of said Southwest 1/4, 93.49 feet; Thence North 00°11'36" East, 60.00 feet to the north right of way line of Holy Hill Road; Thence North 89°48'24" West along said north right of way line, 485.00 feet; Thence North 00°11'36" East along said right of way 20.00 feet; Thence North 87°28'44" West along said right of way, 498.12 feet; Thence North 14°41'01" West, 1694.54 feet to the south line of Lot 1 of Certified Survey Map No. 51; Thence South 89°19'53" East along said south line, 346.27 feet to the east line of said Lot 1; Thence North 00°49'53" West along said east line, 215.75 feet; Thence North 89°32'53" West, 114.05 feet; Thence North 00°49'53" West, 660.33 feet to the south right of way line of West Rockfield Road; Thence South 89°33'04" East along said south right of way line, 114.05 feet; Thence North 00°49'53" West, 33.01 feet to the north line of the southwest 1/4 of said Section 7; Thence South 89°33'04" East along said north line, 1100.45 feet to the Northeast corner of said Southwest 1/4; Thence South 89°3323" East along the north line of said Southeast 1/4, 660.43 feet; Thence South 01°34'09" East, 40.02 feet to the south right of way line of West Rockfield Road; Thence South 89°3323" East along said south right of way, 360.43 feet to the west line of Lot 1 of Certified Survey Map No. 6182; Thence South 01°34'39" East along said west line, 726.45 feet to the south line of said Lot 1; Thence South 89°3323" East along said south line, 300.00 feet to the east line of the West 1/2 of the Southeast 1/4 of said Section 7; Thence South 01°34'39" East along said east line, 1870.74 feet to the south line of said Southeast 1/4; Thence North 89°41'41" West along said south line, 523.92 feet; Thence North 02°21'50" West, 33.04 feet; Thence North 89°41'41" West, 300.00 feet; Thence North 02°21'50" West, 27.03 feet to the north right of way line of the aforesaid Holy Hill Road; Thence North 89°41'41" West along said north right of way line, 496.73 feet to the west line of the Southeast 1/4 of said Section 7; Thence South 01°33'39" East along said west line, 60.03 feet to the Point of Beginning.

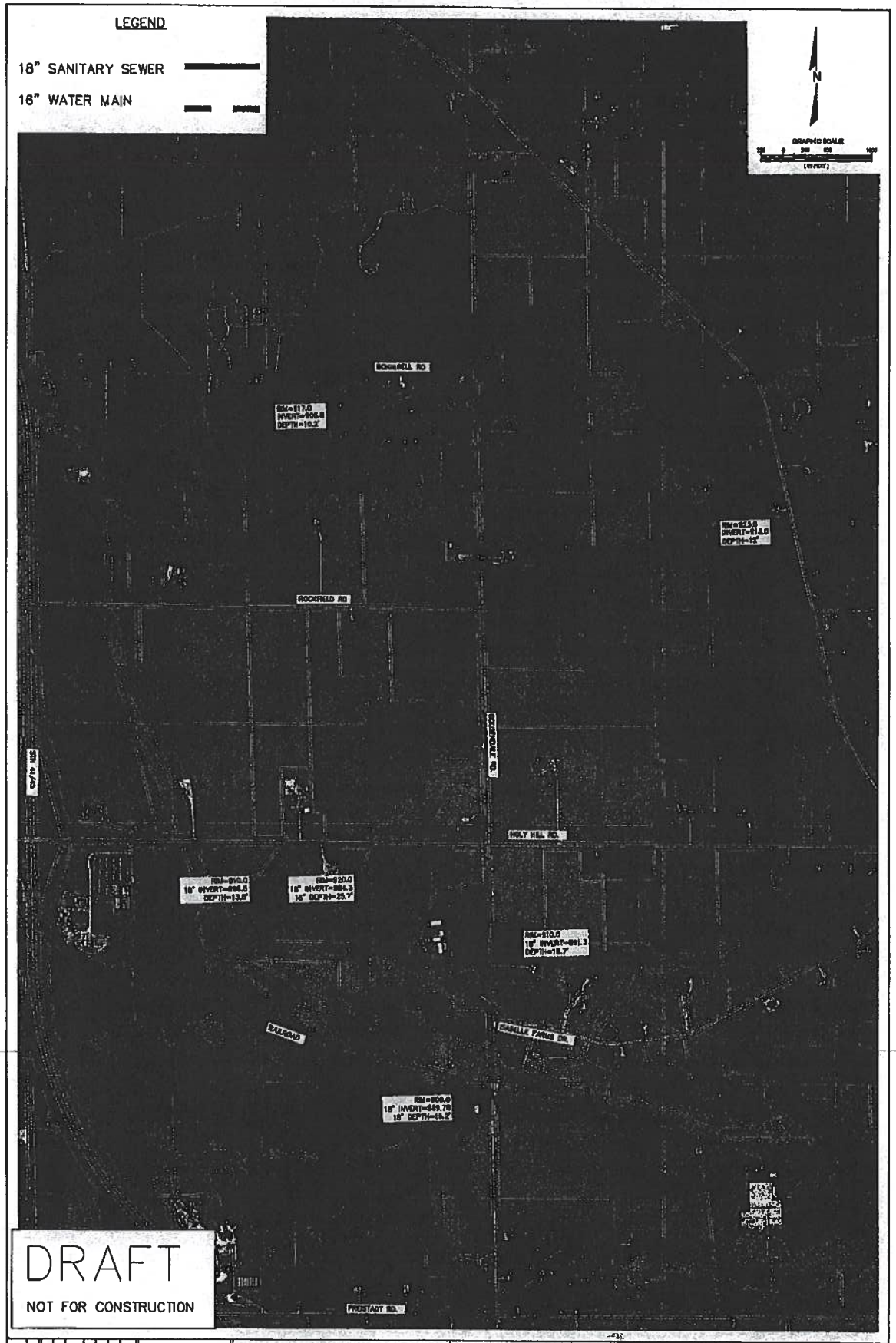
EXHIBIT B

IMPROVEMENT PLANS

EXHIBIT B-1

VILLAGE'S PLANS

(SEE ATTACHED)

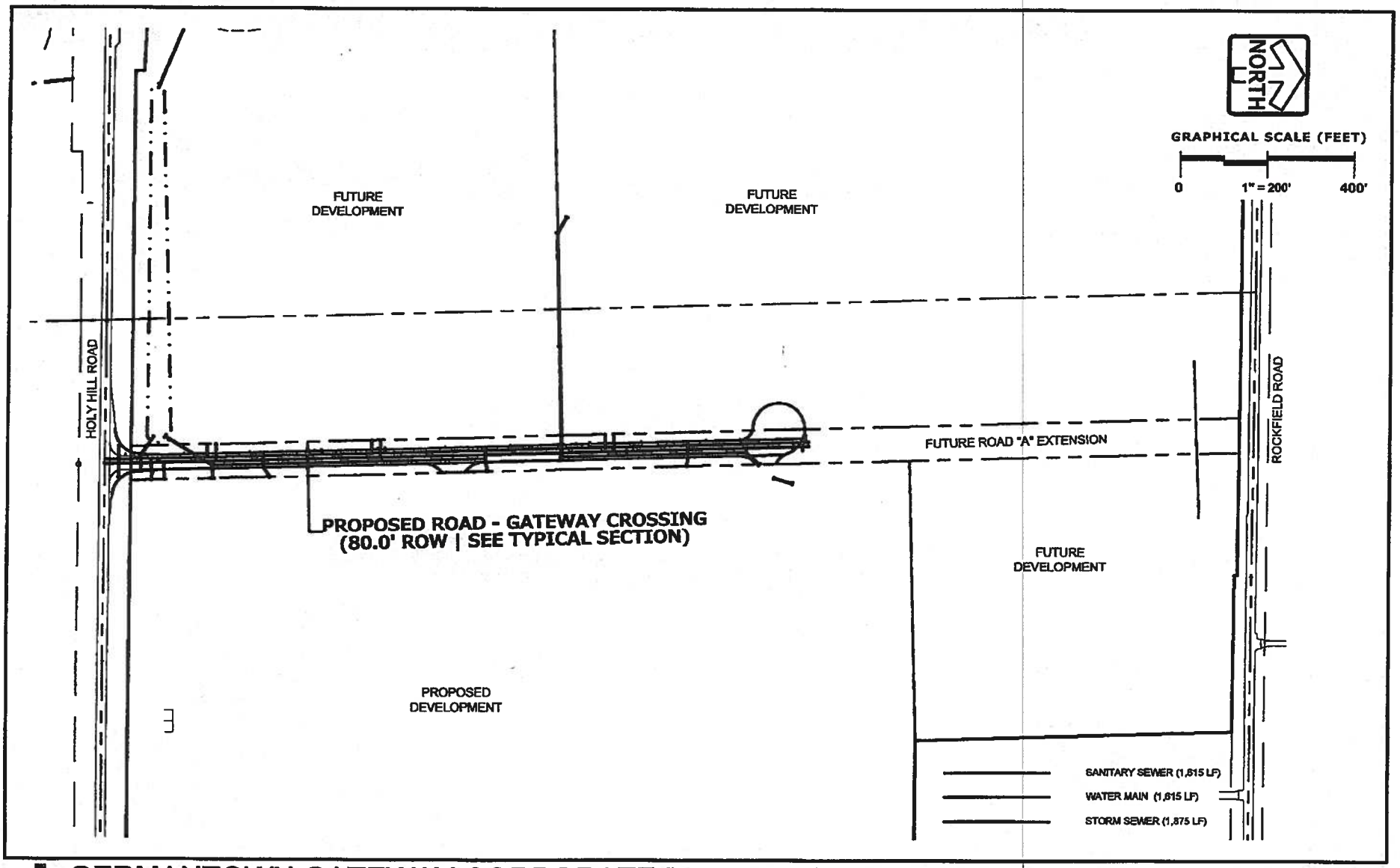


SHEET NUMBER 1	GOLDENDALE RD AND HOLY HILL RD VILLAGE OF GERMANTOWN INTERCEPTOR SEWER AND WATER MAIN	raSmith CREATIVITY BEYOND ENGINEERING 16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com Brookfield, WI | Appleton, WI | Madison, WI | Centennial, WI | Mount Pleasant, WI Naperville, IL | Pittsburgh, PA | Irvine, CA	DATE / DESCRIPTION

EXHIBIT B-2

DEVELOPER'S PLANS

(SEE ATTACHED)

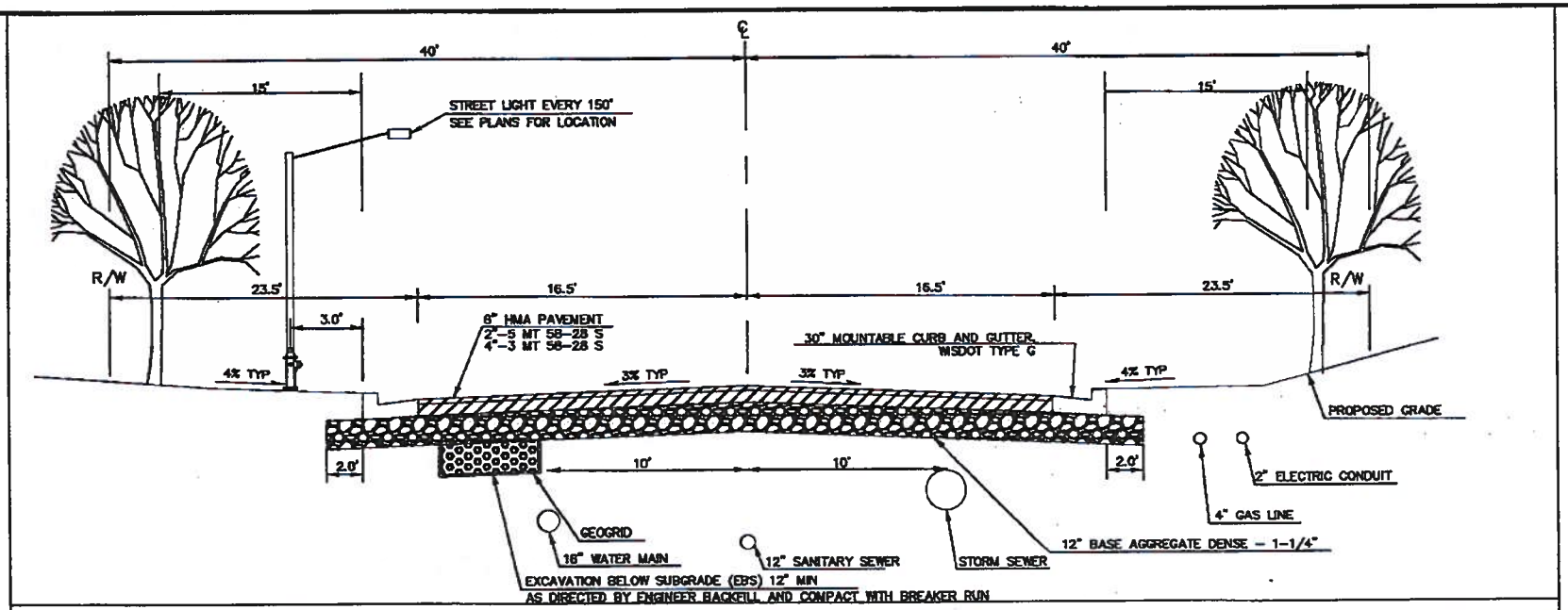


GERMANTOWN GATEWAY CORPORATE PARK - DEVELOPERS PLANS

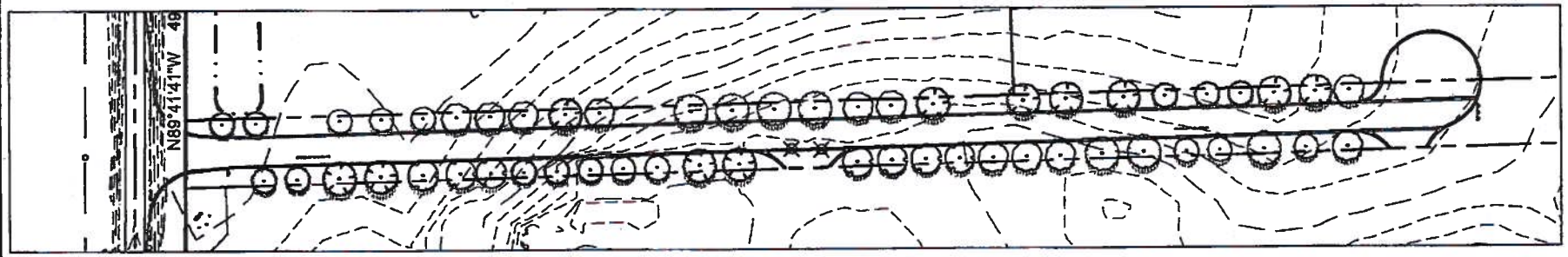
08/01/2018

PINNACLE ENGINEERING GROUP
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 | WWW.PINNACLE-ENGR.COM | ADMIN@PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER



TYPICAL SECTION - VILLAGE STANDARD INDUSTRIAL PAVEMENT



GATEWAY CROSSING STREET TREES

PINNACLE ENGINEERING GROUP
PLAN | DESIGN | DELIVER
GERMANTOWN CORPORATE PARK
GERMANTOWN, WI
MASS GRADING & DRAINAGE PLAN OVERVIEW
REVISIONS
SHEET
C-8
C-19
GRADING NOTES
LEGEND
NORTH
ALL WORK WITHIN PUBLIC R.O.W. SHALL CONFORM TO VILLAGE OF GERMANTOWN STANDARDS.

EXHIBIT C

VILLAGE FEE SCHEDULE FOR PROJECT

(SEE ATTACHED)

EXHIBIT "C"

ZILBER Ltd.

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT	
Survey Monuments	1.02	$500.00	#
Site Grading (R.O.W. & Ponds)	1.03 & 1.11	$155,232.00	
Gravel Base and Asphalt Pavement	1.03	$127,515.00	#
Asphalt Surface Coarse	1.03	$34,863.00	#
Concrete Curb & Gutter	1.04	$48,450.00	#
Sidewalks / Walk Paths	1.05	$0.00	
Sanitary Sewer System	1.06	$230,000.00	#
Water System	1.07	$226,000.00	#
Storm Sewer	1.08	$242,750.00	#
Underground Utilities	1.09	$0.00	
Street Lights	1.1	$57,000.00	#
Street Signs	1.08	$5,000.00	#
Erosion Control	1.11 & 2.04	$122,500.00	
Storm Water System, Pond & Drainage	1.12	$45,000.00	
Permanent Barricades	1.13	$2,500.00	#
SUB-TOTAL		**$1,297,310.00**	
DATA Conversion Fee (record drawings)	4.03	$500.00	*
Improvement Review Fee: (Based on $1,016,060.00)	4.03	$16,450.75	*
Professional Fee (Attorney)	4.05	$5,000.00	*
Inspection Fee (Estimate based on construction time)	4.05	$15,000.00	*
SUB-TOTAL		**$36,950.75**	

BRIGGS & STRATON BUILDING (Estimated Value @ $31 mil)

IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE			
Sanitary Sewer (2.04 REC @ $4,060 / REC)	4.02	$8,282.40	**
Water (2.04 REC @ $832 / REC)	4.02	$1,697.28	**
Fire (0.63549/$1000 Bldg Cost)	4.02	$19,700.19	**
Police (0.2809/$1000 Bldg Cost)	4.02	$8,707.90	**
Park & Recreation	4.02	n/a	**
Library	4.02	n/a	**
SUB-TOTAL		$38,387.77	

TOTAL (Letter of Credit Amount)	**$1,297,310.00**
* Amount to be Paid at Time of Signing of Development Agreement	**$36,950.75**
** Amount to be Paid at Time of Briggs & Straton Building Permit Issuance	**$38,387.77**
# Items used in calculation of (public) Improvement Review Fee	**$974,578.00**

Developer or Owner

John W. Kersey, Executive Vice President
Print Name

Date

Lawrence W Ratayczak, PE
Director of Public Works

Date

EXHIBIT D

COMPLETION GUARANTY

This Completion Guaranty ("Guaranty") of Zilber Ltd., a Delaware corporation ("Guarantor"), is made and entered into as of _____, 2018 ("Effective Date") for the benefit of the Village of Germantown ("Beneficiary"). All capitalized terms used in this Guaranty shall have the same meaning as set forth in the Agreement (defined below) or as otherwise set forth herein.

WITNESSETH:

WHEREAS, ZPG Development LLC ("ZPG") and Beneficiary, have entered into that certain Tax Increment District No. 8 Development Agreement dated _____, 2018 ("Agreement"), which Agreement sets forth the terms and conditions for the improvement and financing of certain work to be performed by ZPG as specifically set forth in the Agreement to construct Building 1 and Building 2 as defined therein pursuant to the Developer's Plans ("Developer's Work") on real estate being approximately 151.17 acres of vacant land in Germantown, Wisconsin ("Property").

WHEREAS, as of the date of the Guaranty, the Developer's Work to the Property has yet to be completed;

WHEREAS, Beneficiary has requested certain assurances with regards to the ability of ZPG to fully complete the Developer's Work pursuant to the Agreement; and

WHEREAS, the Guarantor desires to provide such assurances to the Beneficiary with regard to ZPG's ability to complete all of its obligations under and pursuant to the Agreement, all as herein set forth.

NOW, THEREFORE, in consideration of the premises and as an inducement to the Beneficiary to enter into the Agreement with ZPG, the Guarantor covenants and agrees with the Beneficiary as follows:

COVENANTS AND AGREEMENTS

Section 1.1. Guarantor hereby guarantees to Beneficiary for its benefit as follows:

(a) The prompt and complete observance, fulfillment and performance of all the conditions, covenants and other agreements of ZPG contained in the Agreement with regard to the completion of the Developer's Work;

(b) ZPG shall fully and punctually pay and discharge (i) the construction costs incurred in connection with the design, development and construction of the Developer's Work contemplated by the Agreement as the same may come due and payable, and (ii) all claims and demands for labor, materials and services used or incurred

by ZPG in connection with the Developer's Work which are or may become due and payable or, if unpaid, may become due and payable with respect to the Developer's Work;

(c) The Property shall be and remain free and clear of all mechanics liens and any other liens and/or encumbrances that would have an immediate materially adverse impact on ZPG's ability to promptly complete the Developer's Work, arising from any and all persons, firms, corporations or other entities furnishing materials, labor or services for or in connection with the acquisition, design, development and construction of the Developer's Work; and

(d) In the event the Developer's Work is not completed pursuant to the Agreement, Guarantor shall fully indemnify, defend and save Beneficiary harmless from all costs, liabilities, expenses or damages, including, but not limited to, reasonable attorneys' fees and disbursements, which may arise by reason of ZPG's default in completion of the Developer's Work beyond any applicable cure periods under the Agreement, including any fees and costs incurred by Beneficiary in the enforcement of this Guaranty.

Section 1.2. The obligation of Guarantor under this Guaranty shall be absolute and unconditional upon a default by ZPG to complete the Developer's Work which is not timely cured and shall remain in full force and effect until ZPG has satisfied all of its obligations to complete the Developer's Work.

Section 1.3. Guarantor agrees that it is liable for all claims arising under this Guaranty to the full extent of such claims, and that Beneficiary may elect, in its sole discretion, to proceed against Guarantor without first proceeding against ZPG.

Section 1.4. It is expressly understood and agreed that until this Guaranty is terminated pursuant to Section 1.9 below, this is a continuing guaranty and that the obligations and liabilities of Guarantor under this Guaranty are and shall be primary, direct and immediate, shall not be conditional or contingent upon pursuit by Beneficiary of any remedies it may have against ZPG under the Agreement, whether pursuant to the terms thereof or by law. Without limiting the generality of the foregoing, Beneficiary shall not be required to make any demand on ZPG or otherwise pursue or exhaust its remedies against ZPG, before, simultaneously with or after enforcing its rights and remedies hereunder against Guarantor.

Section 1.5. Any defense of any kind or nature which ZPG has or may have against Beneficiary in connection with Beneficiary's performance of its obligations under the Agreement shall also be available to Guarantor as set off, counterclaim, reduction or diminution of any obligation of Guarantor arising pursuant to this Guaranty.

Section 1.6. Until the payment and performance in full of all obligations of ZPG contained in the Agreement with regard to the completion of the Developer's Work: (i) Guarantor shall not exercise any rights against ZPG arising as a result of any payment by Guarantor under this Guaranty, by way of subrogation or otherwise, and will not assert or prove any claim in competition with ZPG or its affiliates with respect to any payment

hereunder in bankruptcy or insolvency proceedings of any nature; and (ii) Guarantor will not claim any set-off or counterclaim against ZPG with respect to any liability of Guarantor to ZPG.

Section 1.7. If acceleration of the time for payment and/or performance by ZPG of all or any portion of ZPG's obligations regarding the Developer's Work is stayed upon the insolvency, bankruptcy, or reorganization of ZPG, such obligations shall nonetheless be payable by Guarantor hereunder forthwith on demand of Beneficiary.

Section 1.8. Guarantor represents and warrants to Beneficiary and its successors and assigns as follows:

(a) Guarantor has the power and authority and legal right to execute, deliver, and perform its obligations under this Guaranty, and this Guaranty constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditor's rights against the Guarantor.

(b) The execution, delivery and performance by Guarantor of this Guaranty does not and will not violate or conflict with any law, rule or regulation, trust agreement, will or any order, writ, injunction, or decree of any court, governmental authority or agency, or arbitrator, and does not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any assets of Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license, or other instrument or agreement to which Guarantor or its properties are bound.

(c) No authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by Guarantor of this Guaranty or the validity or enforceability thereof.

(d) Guarantor has independently and solely without reliance in any manner upon Beneficiary, and based upon consultation with the Guarantor's attorneys, accountants and other consultants and advisors and review of such documents and information as Guarantor has deemed appropriate, made its own analysis and decision to enter into this Guaranty.

Section 1.9. This Guaranty shall not create or confer any obligations whatsoever upon Guarantor for any of ZPG's obligations pursuant to the Agreement except as specifically set forth herein. As of the time of Substantial Completion of Building 1 and Building 2 as set forth in the Agreement, this Guaranty shall terminate ("Guaranty Termination") and be of no further force or effect as to any additional obligations beyond Guarantor's performance of or payment for the completion of the Developer's Work.

Section 1.10. Until such Guaranty Termination, this Guaranty shall be for the benefit of Beneficiary and its successors and assigns.

Section 2.1. Miscellaneous.

(a) No amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by Beneficiary. No failure on the part of Beneficiary to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

(b) This Guaranty is executed and delivered as an incident to transactions negotiated, consummated, and performable in Washington County, Wisconsin, and shall be governed by and construed in accordance with the laws of the State of Wisconsin. Guarantor hereby irrevocably (i) submits to the exclusive jurisdiction of the Circuit Court of Washington County, Wisconsin, and (ii) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum or based upon any claims of diversity of citizenship. Guarantor agrees that service of any notice upon it shall be writing and shall be made by personal delivery, facsimile or email. Guarantor's notice information is as follows:

Zilber Ltd.
710 North Plankinton Avenue, Suite 1200
Milwaukee, Wisconsin 53203
Attention: John W. Kersey, Executive Vice President
Phone Number: 414-274-2509
Facsimile Number: 414-274-2706
Email: John.Kersey@Zilber.com

A copy of any notice given to the Guarantor shall also be delivered in writing in the same manner and simultaneously to:

Zilber Ltd.
710 North Plankinton Avenue, Suite 1200
Milwaukee, Wisconsin 53203
Attention: Sandra J. DeLisle, corporate counsel
Phone Number: 414-274-2438
Facsimile Number: 414-274-2710
Email: sandi.delisle@zilber.com

(c) Guarantor hereby waives promptness, diligence, notice of any default under the ZPG's obligations regarding the Project, demand of payment, and notice of acceptance of this Guaranty.

(d) In construing the meaning of this Guaranty, the rule of construction against the drafter shall not apply. The titles and headings of this Guaranty are provided as a matter of convenience only and shall not be understood to define, limit, construe or describe the scope or intent of any provision of this Guaranty.

(e) In the event of any litigation between Beneficiary and the Guarantor under or pursuant to this Guaranty, the non-prevailing party shall pay the prevailing party all actual costs and expenses of such litigation, including reasonable attorneys' fees, incurred by such prevailing party.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed in its name and behalf as of the date first above written.

ZILBER LTD.

By: _____

John W. Kersey, Executive Vice President

JOINDER

For good, valuable and sufficient consideration, receipt which is acknowledged, the undersigned Beneficiary hereby joins in this Guaranty for purposes of acknowledging and agreeing to all of the terms thereof.

IN WITNESS WHEREOF, Beneficiary has caused this Joinder to be executed in its name and behalf as of the date first above written.

VILLAGE OF GERMANTOWN

By: _____

By: _____

EXHIBIT E

MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number | Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the _____day of August, 2018, by and between ZPG Development LLC, a Wisconsin limited liability company **("Developer")**, and the **VILLAGE OF GERMANTOWN,** a municipal corporation of Washington County, Wisconsin **("Village").**

Recording Area

Name and Return Address

PIN: _____

WITNESSETH:

WHEREAS, Developer and the Village entered into that certain Development Agreement dated August ____, 2018 **("Development Agreement").** The full Development Agreement is available for inspection and copies can be obtained at the Village of Germantown Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Washington County, State of Wisconsin in order to place third parties on notice of the Development Agreement and the Developer's and the Village's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the Village hereby acknowledge as follows:

1. **PROPERTY.** The **"Property"** is land located in the Village of Germantown, Washington County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the Village with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. COUNTERPART SIGNATURES. This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER:
ZPG Development LLC
By: Towne Realty, Inc., manager

By:_____
Name:
Title:

VILLAGE:

VILLAGE OF GERMANTOWN

By:_____
Dean Wolter, Village President

Attest:

By:_____
Deanna Boldrey, Village Clerk

STATE OF WISCONSIN)
) SS.
COUNTY)

Personally appeared before me this ____ day of August 2018, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of the Developer and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally appeared before me this ____ day of August 2018, the above-named Dean Wolter and Deanna Boldrey, Mayor and Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: _____

GUARANTOR:

Zilber Ltd.

By:_____
John W. Kersey, Executive Vice President
Date:

STATE OF WISCONSIN)
) SS.
COUNTY)

Personally appeared before me this ____ day of August 2018, the above-named John W. Kersey, the Executive Vice President of Zilber Ltd., to me known to be the persons who executed the foregoing agreement on behalf of the Guarantor and by its authority.

_____
Notary Public State of Wisconsin

My commission expires: _____

EXHIBIT B

DEAL STRUCTURE

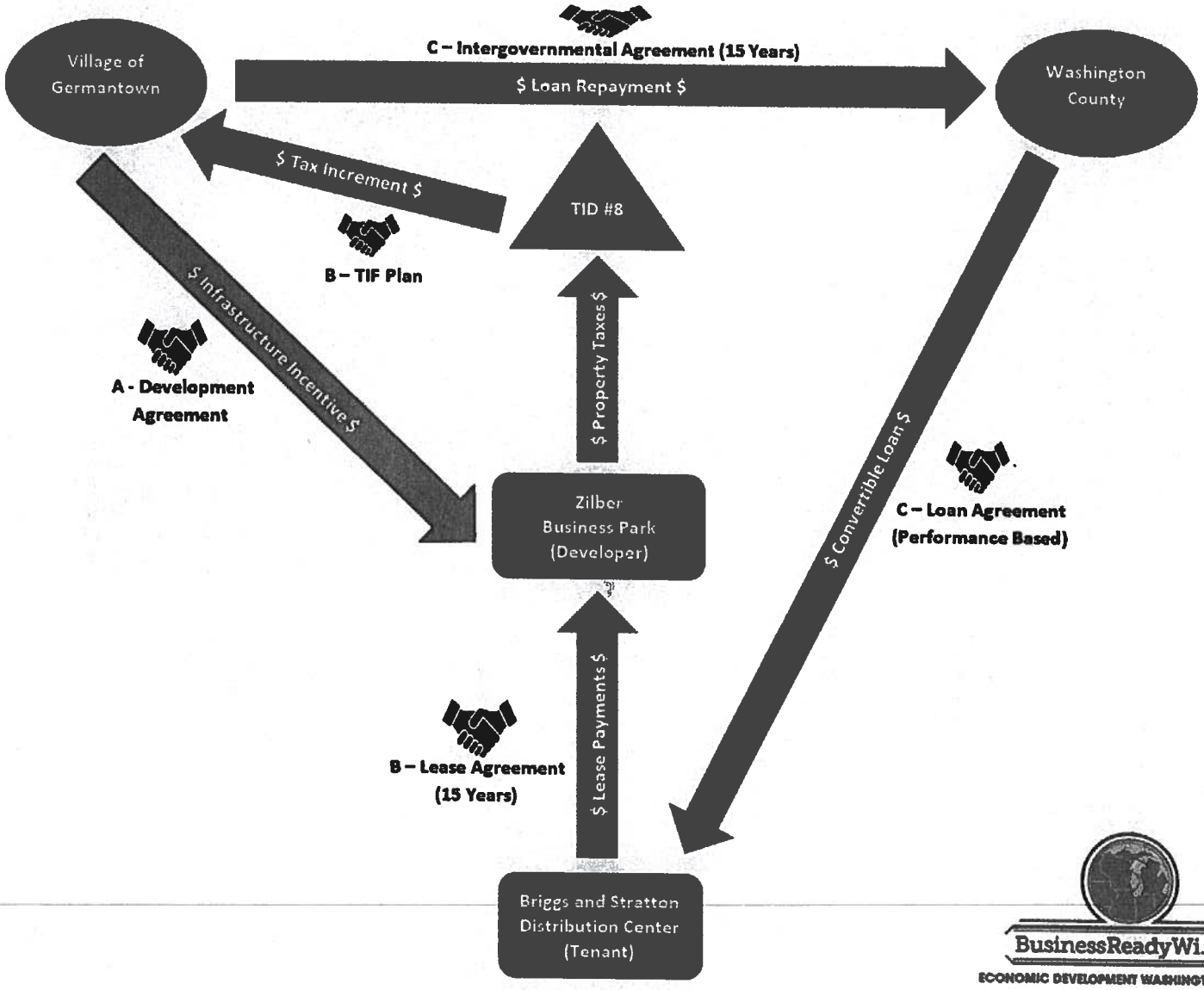


EXHIBIT C

TERM SHEET FOR CONVERTIBLE LOAN
(SEE ATTACHED)

BusinessReadyWi.com
ECONOMIC DEVELOPMENT WASHINGTON COUNTY

July 2, 2018

Scott Rugg
Briggs & Stratton Corporation
12301 W Wirth Street
Wauwatosa, WI 53222

Dear Mr. Rugg:

EDWC's Revolving Loan Fund (RLF) Committee considered Briggs & Stratton's relocation into a $28 million facility within a newly created corporate park in Germantown, WI, to be catalytic to the growth of the County. The project results in the extension of water and sewer utilities to the I-41 and Holy Hill Rd interchange in addition to other infrastructure of broader benefit to the area. EDWC and Washington County are pleased to extend this Attraction Fund commitment to Briggs & Stratton Corporation. Below are most of the material terms and conditions of the proposed convertible loan to be provided by Washington County in accordance with our RLF program guidelines. Neither Washington County nor the Borrower will be legally obligated to make or accept any portion of the loan until mutually acceptable loan documentation is executed by all parties.

BORROWER:	Briggs & Stratton Corporation
CONTACT:	Scott Rugg, Global Tax Director
PURPOSE:	Support Briggs & Stratton's warehouse consolidation in an approximately 702,000 SF leased facility. This loan will help to offset building improvements necessary for Briggs to select this facility.
FACILITY:	$1,000,000 forgivable loan from Washington County calculated as $33,333.33 per employee multiplied by 30 new full-time hires; funds sourced through the Washington County Attraction Loan Program.
UNDERWRITING / ADMINISTRATION:	EDWC administers origination, application assembly, underwriting, loan document preparation, loan closing and loan servicing in accordance with Services Agreements between Washington County and EDWC.
INTEREST RATE:	3.75% fixed for the life of the loan
PAYMENT / AMMORTIZATION:	15-year term, deferred for up to 3 years
PREPAYMENT:	No penalties or fees for prepayment
FEES AND EXPENSES:	Borrower obligated to pay all closing costs at time of closing, including but not limited to a 1% closing fee of $10,000 for costs associated with originating, navigating and underwriting. Additionally, borrower shall pay other third-party costs (attorney's fees, document fees, filing fees, etc.) necessary to successfully close the loan. EDWC will provide the Borrower with a settlement statement prior to close. Borrower pays resulting closing costs at close via a check made payable to Economic Development Washington County. EDWC anticipates the total of all closing costs not to exceed between $12,500 and $14,000 for this loan, assuming no material push-back from the Borrower.
JOB CREATION:	Borrower must create thirty (30) new, full-time jobs within the next three years at Briggs & Stratton's Germantown location. Job creation is calculated using UCT-101 E summary data from the Borrower.
LOAN CONVERSION:	Upon conclusion of the 3-year deferment period, the loan shall be converted to a grant (both principal and interest are forgiven) at the rate of $33,333.33 per actual job created at the Germantown location. Should Briggs & Stratton fail to create 30 full-time jobs within the deferral period, a principal balance will be established on the prorated $33,333.33 per job basis using the difference between the actual new jobs created during the 3-year deferment

period and the 30 new full-time job creation requirement. That prorated amount is amortized over the remaining 12 years of the loan.

JOB RETENTION: Borrower must retain for 24 consecutive months those new jobs used to calculate and grant loan forgiveness. The 24-month retention period begins as of the date of loan forgiveness per above. Any jobs for which loan forgiveness was granted but not retained will be subject to a $33,333.33 per job penalty. Borrower must report jobs quarterly through the job retention period stated herein. In the event that the entire loan is not forgiven, job reporting will be required throughout the duration of the prorated loan's repayment.

NEW INVESTMENT: Borrower certifies it is investing an estimated $2,104,896 million in this project. In no event should the new investment from Briggs & Stratton fall below $2,000,000. The borrower further agrees to lease an approximately 702,000 SF building from Zilber Property Group for a minimum term of 15 years. This building shall have an assessed value no less than $28,000,000. Construction will be complete by June 1, 2019. Non-performance shall be an event of default.

COLLATERAL & AND SECURITY: None.

GUARANTEES: Standby Letter of Credit issued prior to close for Briggs & Stratton Corp. by an approved lender for the entire $1,000,000 convertible loan amount or such other security for the convertible loan to which the parties subsequently agree. After the 3-year deferral period, the Standby Letter of Credit (or such other security) shall be reduced to cover principal and interest outstanding, should there be any, and guaranteeing payment in the event of default.

INSURANCE: None.

DRAWS: Single draw at close

OTHER REQUIREMENTS:

- Loan documents will include a "no relocation of operations outside of Washington County" clause for the project, in which event payoff may be required at the discretion of EDWC in consultation with Briggs & Stratton.
- Briggs & Stratton will provide an executed lease agreement for the approx. 702,000 SF warehouse facility located in Germantown, WI reflecting a total gross lease over the 15-year term.

TRANSFER: Borrower may not transfer any or all of its interest in this proposal without the prior written approval of EDWC.

SUBJECT TO / CONDITIONS:

- This proposal is contingent upon successful establishment of TID #8.
- This proposal is contingent upon successful execution of an Inter-Governmental Agreement between the Village of Germantown and Washington County, which provides the County with funds from TID #8, and at sufficient an amount to make the County whole for the loan contemplated herein.
- This proposal is contingent upon successful execution of a Developer's Agreement between Zilber Property Group and the Village of Germantown.
- All draws will be administered through EDWC.
- Such other covenants as are normally and customarily contained in loan agreements

FINANCIAL REPORTING: None.

TERMINATION FEE: Borrower may terminate the deal at any time prior to loan close. Upon execution of this term sheet, however, Borrower will be subject to a termination fee should the Borrower choose to no longer proceed with the loan and / or the loan closing process. This fee is calculated as 1% of the loan value and will additionally include any third-party expenses (legal, title, etc.) incurred by EDWC on the Borrower's behalf.

MATERIAL CHANGE: If there is any material adverse change in the business, assets, affairs, prospects or financial condition of Briggs & Stratton Corporation and / or any subsidiary or if information provided by Borrower and its agents to EDWC proves to be incorrect or EDWC believes the prospect of payment or performance of the loan is impaired, EDWC, in its sole

and absolute discretion, may decide not to proceed with the closing process.

We are pleased to present this loan commitment to you and look forward to continued partnership. This is a general outline for your review and may not include all of the details outlined in our final loan documentation. If you have any questions regarding the closing process, please do not hesitate to call EDWC at (262) 335-5769. Please sign and return this page to indicate your acceptance.

Sincerely,

Christian Tscheschlok, CEcD
Executive Director

We hereby accept the above terms and conditions this 13 day of July, 2018.

FOR BORROWERS AND AS OBLIGORS:
Briggs & Stratton Corporation

William H. Reitman, Senior Vice President &
President - Support

Company's Fiscal Year End: June 30 (month/day)

The offered rates and terms of this loan commitment herein expire July 15, 2018 and are locked in upon Borrower's execution of this document. Loan closing shall occur no later than December 31, 2018.

CONFIDENTIAL

EXHIBIT D

EHLERS AND ASSOCIATES TID #8 CASH FLOW PROJECTION
(SEE ATTACHED)

Implementation and Financing Timeline - Phase I & All Phase's

Village of Germantown

Tax Increment District # 8

Estimated Financing Plan - All Phases

		G.O. Bond 2018		G.O. Bond 2020	Municipal Revenue Obligation (MRO) 2018		G.O. Bond 2021	Totals
Projects								
Initial Phase Public Improvements		5,178,903		3,021,097				8,200,000
Remaining Public Improvements								0
Public Improvements Internal		1,600,000		1,450,000				3,050,000
Well, Water Tower, lift station							1,872,923	1,872,923
Professional Services		25,000						25,000
Development Incentive					1,000,000			1,000,000
Total Project Funds		6,803,903		4,471,097	1,000,000		1,872,923	14,147,923
Estimated Finance Related Expenses		147,600		104,650			78,400	
Capitalized Interest		478,020		0				
Total Financing Required		7,429,523		4,575,747	1,000,000		1,970,923	
Estimated Interest	1.00%	(45,359)	1.00%	(26,081)	0	1.00%	(9,365)	
Assumed spend down (months)	8		7			6		
Rounding		(4,164)		334	0		(1,558)	
Net Issue Size		7,380,000		4,550,000	1,000,000		1,960,000	8,380,000

Development Assumptions – Phase I

Village of Germantown

Tax Increment District # 8

Development Assumptions - Phase 1 Only

Construction Year		Building 1[1]	Building 2[2]	Annual Total	Construction Year	
1	2018	8,400,000		8,400,000	2018	1
2	2019	19,600,000	5,000,000	24,600,000	2019	2
3	2020			0	2020	3
4	2021			0	2021	4
5	2022			0	2022	5
6	2023			0	2023	6
7	2024			0	2024	7
8	2025			0	2025	8
9	2026			0	2026	9
10	2027			0	2027	10
	Totals	28,000,000	5,000,000	33,000,000		

Notes:

[1]Building 1 - Assumes a 700K SF building with a construction value of $40 per SF completed in 2019. Minimum Value of $28M.

[2]Buildings 2 - Assumes a 150K SF building constructed at a value of $45 per SF completed in 2019. Minimum Value of $5M.

Development Assumptions – All Phase's

Village of Germantown

Tax Increment District # 8

Development Assumptions - All Phases

Construction Year		Building 1[1]	Building 2[2]	Building 3[3]	Future Development[4]	Annual Total	Construction Year	
1	2018	8,400,000				8,400,000	2018	1
2	2019	19,600,000	5,000,000			24,600,000	2019	2
3	2020					0	2020	3
4	2021				5,000,000	5,000,000	2021	4
5	2022			11,250,000		11,250,000	2022	5
6	2023				5,000,000	5,000,000	2023	6
7	2024					0	2024	7
8	2025				5,000,000	5,000,000	2025	8
9	2026					0	2026	9
10	2027			4,000,000	5,000,000	9,000,000	2027	10
11	2028					0	2028	11
12	2029				5,000,000	5,000,000	2029	12
13	2030					0	2030	13
14	2031				5,000,000	5,000,000	2031	14
15	2032					0	2032	15
16	2033				5,000,000	5,000,000	2033	16
17	2034					0	2034	17
18	2035				5,000,000	5,000,000	2035	18
19	2036					0	2036	19
20	2037					0	2037	20
	Totals	28,000,000	5,000,000	15,250,000	40,000,000	88,250,000		

Notes:

[1]Building 1 - Assumes a 700K SF building with a construction value of $40 per SF completed in 2019. Minimum Value Guarentee of $28M.

[2]Building 2 - Assumes a 150K SF building being constructed in 2019 with a $5M value.

[3]Building 3 - Assumes a 250K SF building with a construction value of $45 per SF completed in 2022.

[4]Future Development - Assumes $40M in development on the remaining available acreage.

Cash Flow – Phase I

Village of Germantown

Tax Increment District # 8

Cash Flow Projection - Borrow Phase 1 Costs

Year	Projected Revenues				Expenditures									Balances			Year
					G.O. Bond 7,380,000			Municipal Revenue Obligation (MRO 1,000,000									
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Total Revenues	Dated Date: 09/01/18 Principal	Est. Rate	Interest	Dated Date: 11/01/18 Principal (2/1	Est. Rate	Interest	TID Set Up	Admin. + 2%	Total Expenditures	Annual	Cumulative	Principal Outstanding	
		1.00%			Note 1			Note 2									
2018			478,020	478,020							25,000		25,000	453,020	453,020	7,380,000	2018
2019		4,530		4,530	0	2.25%	235,073					5,000	240,073	(235,542)	217,478	7,380,000	2019
2020	147,664	2,175		149,838	0	2.25%	235,073					5,000	240,073	(90,234)	127,244	7,380,000	2020
2021	580,107	1,272		581,379	225,000	2.30%	232,485		3.75%	103,125		5,000	565,610	15,769	143,013	8,155,000	2021
2022	580,107	1,430		581,537	250,000	2.40%	226,898	42,849	3.75%	36,697		5,000	561,443	20,094	163,106	7,862,151	2022
2023	580,107	1,631		581,738	265,000	2.50%	220,585	44,487	3.75%	35,059		5,000	570,131	11,607	174,714	7,552,664	2023
2024	580,107	1,747		581,854	270,000	2.65%	213,695	46,187	3.75%	33,359		5,000	568,241	13,613	188,327	7,236,477	2024
2025	580,107	1,883		581,990	300,000	2.80%	205,918	47,952	3.75%	31,594		5,000	590,463	(8,473)	179,854	6,888,526	2025
2026	580,107	1,799		581,905	325,000	2.90%	197,005	49,784	3.75%	29,761		5,000	606,551	(24,645)	155,208	6,513,741	2026
2027	580,107	1,552		581,659	350,000	3.00%	187,043	51,687	3.75%	27,859		5,000	621,588	(39,929)	115,279	6,112,054	2027
2028	580,107	1,153		581,260	375,000	3.05%	176,074	53,662	3.75%	25,883		5,000	635,619	(54,360)	60,919	5,683,392	2028
2029	580,107	609		580,716	400,000	3.10%	164,155	55,713	3.75%	23,833		5,000	648,701	(67,985)	(7,066)	5,227,679	2029
2030	580,107	(71)		580,036	400,000	3.15%	151,655	57,842	3.75%	21,703		5,000	636,201	(56,165)	(63,230)	4,769,836	2030
2031	580,107	(632)		579,474	425,000	3.20%	138,555	60,053	3.75%	19,493		5,000	648,101	(68,626)	(131,856)	4,284,784	2031
2032	580,107	(1,319)		578,788	450,000	3.30%	124,330	62,348	3.75%	17,198		5,000	658,876	(80,087)	(211,944)	3,772,436	2032
2033	580,107	(2,119)		577,987	475,000	3.35%	108,949	64,731	3.75%	14,815		5,000	668,494	(90,507)	(302,451)	3,232,705	2033
2034	580,107	(3,025)		577,082	500,000	3.40%	92,493	67,204	3.75%	12,341		5,000	677,038	(99,956)	(402,407)	2,665,501	2034
2035	580,107	(4,024)		576,083	525,000	3.45%	74,936	69,773	3.75%	9,773		5,000	684,482	(108,399)	(510,806)	2,070,728	2035
2036	580,107	(5,108)		574,999	575,000	3.50%	55,818	72,439	3.75%	7,107		5,000	715,363	(140,364)	(651,170)	1,423,289	2036
2037	580,107	(6,512)		573,595	600,000	3.55%	35,105	75,207	3.75%	4,338		5,000	719,651	(146,056)	(797,226)	748,082	2037
2038	580,107	(7,972)		572,135	670,000	3.65%	12,228	78,082	3.75%	1,464		5,000	766,773	(194,639)	(991,865)	(0)	2038
2039	580,107	(9,919)		570,188								5,000	5,000	565,188	(426,677)	(0)	2039
Total	11,169,692	(20,919)	478,020	11,626,794	7,380,000		3,088,069	1,000,000		455,402	25,000	105,000	12,053,470				Total

Notes:

1 Assumes the debt payment for the Village offsite and internal phase infrastructure. Interest rates are based upon the Yield Curves as of 5-17-18 for an A rated Bond.

2 Assumes a loan from WCEDC with increment being paid with TID increment.

Cash Flow – All Phase's

Village of Germantown

Tax Increment District # 8

Cash Flow Projection - Borrow All Phases

Year	Projected Revenues				Expenditures													Balances			Year
					G.O. Bond 7,380,000			Municipal Revenue Obligation (MRO) 1,000,000			G.O. Bond 4,550,000			G.O. Bond 1,960,000							
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Total Revenues	Dated Date: 09/01/18 Principal	Est. Rate	Interest	Dated Date: 11/01/18 Principal	Est. Rate	Interest	Dated Date: 09/01/20 Principal	Est. Rate	Interest	Dated Date: 09/01/21 Principal	Est. Rate	Interest	TID Set Up	Admin. + 2%	Total Expenditures	Annual	Cumulative	Principal Outstanding	
		1.00%			Note 1			Note 2			Note 3			Note 3									
2018			478,020	478,020													25,000		25,000	453,020	453,020	7,380,000	2018
2019		4,530		4,530	0	2.25%	239,010											7,000	246,010	(241,480)	211,540	7,380,000	2019
2020	147,664	2,115		149,779	0	2.25%	239,010											7,140	246,150	(96,371)	115,169	7,380,000	2020
2021	580,107	1,152	179,915	761,173	100,000	2.30%	237,860		3.75%	103,125	0	2.80%	179,915					7,283	628,183	132,991	248,160	8,280,000	2021
2022	580,107	2,482		582,588	100,000	2.40%	235,510	42,849	3.75%	36,697	0	2.90%	179,915	0	2.90%	76,623		7,428	679,022	(96,433)	151,727	12,687,151	2022
2023	668,002	1,517		669,519	150,000	2.50%	232,435	44,487	3.75%	35,059	0	3.00%	179,915	0	3.00%	76,623		7,577	726,095	(56,576)	95,150	14,452,664	2023
2024	865,765	952		866,717	250,000	2.65%	227,248	46,187	3.75%	33,359	50,000	3.15%	179,128	30,000	3.15%	76,623		7,729	900,272	(33,555)	61,596	14,076,477	2024
2025	953,660	616		954,276	300,000	2.80%	219,735	47,952	3.75%	31,594	75,000	3.30%	177,103	35,000	3.30%	75,678		7,883	969,944	(15,667)	45,928	13,618,526	2025
2026	953,660	459		954,120	300,000	2.90%	211,185	49,784	3.75%	29,761	75,000	3.40%	174,590	60,000	3.40%	74,523		8,041	982,884	(28,764)	17,164	13,133,741	2026
2027	1,041,555	172		1,041,727	355,000	3.00%	201,510	51,687	3.75%	27,859	75,000	3.50%	172,003	65,000	3.50%	72,483		8,202	1,028,742	12,985	30,148	12,587,054	2027
2028	1,041,555	301		1,041,857	365,000	3.05%	190,619	53,662	3.75%	25,883	90,000	3.55%	169,093	65,000	3.55%	70,208		8,366	1,037,830	4,027	34,175	12,013,392	2028
2029	1,199,766	342		1,200,108	475,000	3.10%	177,690	55,713	3.75%	23,833	105,000	3.60%	165,605	110,000	3.60%	67,900		8,533	1,189,274	10,834	45,010	11,267,679	2029
2030	1,199,766	450		1,200,216	475,000	3.15%	162,846	57,842	3.75%	21,703	130,000	3.65%	161,343	115,000	3.65%	63,940		8,704	1,196,378	3,838	48,848	10,489,836	2030
2031	1,287,661	488		1,288,150	475,000	3.20%	147,765	60,053	3.75%	19,493	230,000	3.70%	154,715	125,000	3.70%	59,743		8,878	1,280,646	7,504	56,352	9,599,784	2031
2032	1,287,661	564		1,288,225	475,000	3.30%	132,328	62,348	3.75%	17,198	270,000	3.80%	145,330	130,000	3.80%	55,118		9,055	1,296,376	(8,151)	48,201	8,662,436	2032
2033	1,375,556	482		1,376,038	500,000	3.35%	116,115	64,731	3.75%	14,815	350,000	3.85%	133,463	130,000	3.85%	50,178		9,236	1,368,537	7,501	55,702	7,617,705	2033
2034	1,375,556	557		1,376,113	525,000	3.40%	98,815	67,204	3.75%	12,341	375,000	3.90%	119,413	130,000	3.90%	45,173		9,421	1,382,367	(6,254)	49,448	6,520,501	2034
2035	1,463,451	494		1,463,946	550,000	3.45%	80,403	69,773	3.75%	9,773	450,000	3.95%	103,213	130,000	3.95%	40,103		9,609	1,442,873	21,073	70,521	5,320,728	2035
2036	1,463,451	705		1,464,156	575,000	3.50%	60,853	72,439	3.75%	7,107	500,000	4.00%	84,325	130,000	4.00%	34,968		9,802	1,474,492	(10,336)	60,185	4,043,289	2036
2037	1,551,346	602		1,551,948	675,000	3.55%	38,809	75,207	3.75%	4,338	500,000	4.05%	64,200	135,000	4.05%	29,768		9,998	1,532,320	19,628	79,814	2,658,082	2037
2038	1,551,346	798		1,552,144	735,000	3.65%	13,414	78,082	3.75%	1,464	500,000	4.15%	43,700	140,000	4.15%	24,300		10,198	1,546,157	5,987	85,801	1,205,000	2038
2039	1,551,346	858		1,552,204							775,000	4.30%	16,663	430,000	4.30%	18,490		10,402	1,250,554	301,650	387,451	0	2039
Total	22,138,984	20,637	657,935	22,817,556	7,380,000		3,263,158	1,000,000		455,402	4,550,000		2,603,628	1,960,000		1,012,435	25,000	180,483	22,430,105				Total

Notes:

1 Assumes the debt payment for the Village offsite and internal phase infrastructure. Interest rates are based upon the Yield Curves as of 5-17-18 for an A rated Bond.

2 Assumes a loan from WCEDC with increment being paid with TID increment.

3 Assumes .50 basis points above the 5-17-18 scale.

EXHIBIT E

CONVERTIBLE LOAN AMORTIZATION SCHEDULE
(SEE ATTACHED)

Compound Period: Monthly

Nominal Annual Rate: 3.750%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	10/9/2018	1,000,000.00	1		
2	Payment	2/28/2021	52,638.73	26	Semiannual	8/31/2033

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	10/9/2018				1,000,000.00
2018 Totals		0.00	0.00	0.00	
1	2/28/2021	52,638.73	93,759.99	41,121.26-	1,041,121.26
2	8/31/2021	52,638.73	19,674.17	32,964.56	1,008,156.70
2021 Totals		105,277.46	113,434.16	8,156.70-	
3	2/28/2022	52,638.73	19,051.23	33,587.50	974,569.20
4	8/31/2022	52,638.73	18,416.53	34,222.20	940,347.00
2022 Totals		105,277.46	37,467.76	67,809.70	
5	2/28/2023	52,638.73	17,769.83	34,868.90	905,478.10
6	8/31/2023	52,638.73	17,110.91	35,527.82	869,950.28
2023 Totals		105,277.46	34,880.74	70,396.72	
7	2/29/2024	52,638.73	16,439.53	36,199.20	833,751.08
8	8/31/2024	52,638.73	15,755.47	36,883.26	796,867.82
2024 Totals		105,277.46	32,195.00	73,082.46	
9	2/28/2025	52,638.73	15,058.49	37,580.24	759,287.58
10	8/31/2025	52,638.73	14,348.33	38,290.40	720,997.18
2025 Totals		105,277.46	29,406.82	75,870.64	
11	2/28/2026	52,638.73	13,624.75	39,013.98	681,983.20
12	8/31/2026	52,638.73	12,887.50	39,751.23	642,231.97
2026 Totals		105,277.46	26,512.25	78,765.21	
13	2/28/2027	52,638.73	12,136.32	40,502.41	601,729.56
14	8/31/2027	52,638.73	11,370.94	41,267.79	560,461.77
2027 Totals		105,277.46	23,507.26	81,770.20	
15	2/29/2028	52,638.73	10,591.10	42,047.63	518,414.14

16	8/31/2028	52,638.73	9,796.52	42,842.21	475,571.93	
2028 Totals		105,277.46	20,387.62	84,889.84		
17	2/28/2029	52,638.73	8,986.93	43,651.80	431,920.13	
18	8/31/2029	52,638.73	8,162.04	44,476.69	387,443.44	
2029 Totals		105,277.46	17,148.97	88,128.49		
19	2/28/2030	52,638.73	7,321.56	45,317.17	342,126.27	
20	8/31/2030	52,638.73	6,465.19	46,173.54	295,952.73	
2030 Totals		105,277.46	13,786.75	91,490.71		
21	2/28/2031	52,638.73	5,592.65	47,046.08	248,906.65	
22	8/31/2031	52,638.73	4,703.61	47,935.12	200,971.53	
2031 Totals		105,277.46	10,296.26	94,981.20		
23	2/29/2032	52,638.73	3,797.78	48,840.95	152,130.58	
24	8/31/2032	52,638.73	2,874.83	49,763.90	102,366.68	
2032 Totals		105,277.46	6,672.61	98,604.85		
25	2/28/2033	52,638.73	1,934.43	50,704.30	51,662.38	
26	8/31/2033	52,638.73	976.35	51,662.38	0.00	
2033 Totals		105,277.46	2,910.78	102,366.68		
Grand Totals		1,368,606.98	368,606.98	1,000,000.00		

Last interest amount increased by 0.08 due to rounding.

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF MUNICIPAL WASTEWATER AND MUNICIPAL WATER UTILITY SERVICE BETWEEN THE VILLAGE OF RICHFIELD AND THE VILLAGE OF GERMANTOWN

This AGREEMENT, is entered into this day of by and between the Village of Richfield organized and existing under the laws of the State of Wisconsin with principal offices at 4128 Hubertus Road, Hubertus, Wisconsin, ("RICHFIELD") and the Village of Germantown, a Municipal Corporation organized and existing, under the laws of the State of Wisconsin with principal offices at N1112W17001 Mequon Road, Germantown, Wisconsin, ("GERMANTOWN"), is as follows:

RECITALS

1. GERMANTOWN and RICHFIELD are authorized under Wis. Stat. § 66.0301(2) to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

2. GERMANTOWN and RICHFIELD executed a Memorandum of Understanding (generally a "MOU") in October of 2020. The purpose of the MOU was to study RICHFIELD'S Northeast Corridor and whether the extension of municipal sewer and water to RICHFIELD'S Northeast Corridor would be beneficial to each community. Additionally, the MOU created a cost-share agreement regarding a Traffic Impact Analysis ("TIA") which was requested by the Wisconsin Department of Transportation ("WisDOT") to study the future infrastructure improvements to serve developments on both sides of I-41 on the Holy Hill Corridor.

3. GERMANTOWN has determined that serving the Northeast Corridor may benefit the financial health of its water and sewer utilities by increasing the customer base by having non-Germantown property owners helping to pay a portion of the capital costs.

4. GERMANTOWN and RICHFIELD also determined that cooperative planning with compatible development of the Northeast Corridor may serve to drive economic development within the Holy Hill Corridor.

5. RICHFIELD desires to encourage office/light industrial/logistics and warehousing development in the Northeast Corridor based in part due to its proximity to I-41, a major transportation arterial.

6. GERMANTOWN, RICHFIELD and Washington County executed a second MOU in the fall of 2021. The MOU between the local government partners created a cost-share agreement to extend the height of the water tower being constructed in GERMANTOWN on Rockfield Road an additional 35' in height, which would allow the tower to provide sufficient water pressure if service was extended to RICHFIELD'S Northeast Corridor. GERMANTOWN has received approval from the Wisconsin Department of Natural

Resources ("WisDNR") regarding the depth of Well No. 12 and anticipates receiving WisDNR approval regarding the height of the same soon.

7. GERMANTOWN does not own a wastewater treatment facility but is a customer of the Milwaukee Metropolitan Sewer District ("MMSD"). GERMANTOWN has determined that, provided that RICHFIELD'S Northeast Corridor is served by a sewer line that is extended from the intersection of Freistadt and Goldendale Roads, it has the capacity to serve the Northeast Corridor without hampering GERMANTOWN'S projected future growth area that could be served by the municipal sewer line within Holy Hill Road. GERMANTOWN and RICHFIELD acknowledge that approval from WisDNR, MMSD and the Southeastern Wisconsin Regional Planning Commission ("SEWRPC") will be necessary to expand the municipal sewer service area.

8. RICHFIELD and GERMANTOWN, in cooperation with Washington County and Economic Development Washington County ("EDWC"), agree to explore the potential for grant funding from the WisDOT, Wisconsin Economic Development Corporation ("WEDC"), and the potential to utilize one-time federal grant funding (ARPA, Federal Infrastructure Bill) to help defray the direct costs to our respective taxpayers.

9. RICHFIELD and GERMANTOWN are currently in agreement regarding the Freistadt Road municipal sewer connection. The municipal sewer line would generally proceed northwest of the Freistadt Road and Goldendale Road intersection through various private properties, the exact location of which has yet to be determined, and then follow the State of Wisconsin's right-of-way along the Wisconsin Southern Railroad Line to the Northeast Corridor (the "General Route"). RICHFIELD has contacted the WisDOT regarding the administrative approvals process for the same. GERMANTOWN has been working to discuss the matter with private property owners and has received positive feedback. The General Route is depicted in Exhibit A attached hereto.

10. RICHFIELD and GERMANTOWN are currently in agreement regarding the Rockfield Road connection for municipal water, which is approximately 0.5 miles from RICHFIELD'S municipal border. The municipal water line would then loop to Freistadt Road generally following the municipal sewer line route described in paragraph 9 above.

NOW THEREFORE, in consideration of the following mutual covenants and conditions, RICHFIELD and GERMANTOWN agree as follows:

A. GENERAL TERMS

1. RICHFIELD intends to proceed with the installation of infrastructure under this Agreement upon securing Development Agreement(s) and formation of a Tax Increment District ("TID") for the anticipated office/light industrial/logistics and warehousing development in RICHFIELD'S Northeast Corridor.

2. RICHFIELD shall fund the costs of infrastructure outlined herein with the utilization of tax increment financing through the TID, which would be created prior to any

improvements occurring. The Parties agree that "but for" this TID assistance, development in the nature of RICHFIELD'S proposed development would not be expected to occur within the Northeast Corridor.

3. RICHFIELD shall pay the cost of the initial installation of municipal water and municipal sewer system improvements and associated appurtenances, including design, construction management, obtaining necessary approvals (including extensions of GERMANTOWN'S service areas) and acquisition of easements, necessary to serve the development in the Northeast Corridor. GERMANTOWN, in anticipation of servicing a broader area of land previously unserved, will cover the difference in material cost in the sizing of the respective utility lines to serve their needs. The parties shall split the cost equally for any right-of-way acquired in GERMANTOWN along the proposed route of the Freistadt Road connection where the sanitary sewer and water utilities will be located within said right-of-way. In the event it becomes necessary to acquire easements within Germantown necessary to provide service exclusively for the benefit of RICHFIELD, GERMANTOWN may exercise its powers of eminent domain, but if it declines to do so, GERMANTOWN authorizes RICHFIELD to exercise its powers of eminent domain under Wis. Stat. § 32.02(1). All costs associated with the acquisition of easements within Germantown necessary to provide service exclusively for the benefit of RICHFIELD shall be borne by RICHFIELD. All easements obtained by RICHFIELD for the water and sewer systems shall include language authorizing GERMANTOWN'S utilities to utilize the easements to install, operate, maintain, supplement, repair, enlarge, reconstruct, relocate, inspect and/or extend underground facilities, pipeline or pipelines with valves, hydrants, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment and including cathodic protection apparatus used for corrosion control, as deemed necessary by GERMANTOWN, for the operation of the system(s).

4. GERMANTOWN shall cooperate as necessary in assisting RICHFIELD with reviewing design plans, submissions necessary for approvals, and the like.

5. RICHFIELD shall design and construct all municipal water and municipal sewer system improvements consistent with GERMANTOWN Developer Handbook and Standard Specifications, Chapter 2 of the MMSD Rules, State and Federal regulations, and with approval of GERMANTOWN engineering department and utilities.

B. SERVICE AREA AND CAPACITY

1. Subject to the terms of this Agreement, to any physical or geographic (elevation) limitations, and RICHFIELD and/or GERMANTOWN obtaining all necessary approvals from third-party regulatory agencies, GERMANTOWN shall provide sanitary sewer and municipal water service to the lands contained within the Northeast Corridor, as shown in the attached Exhibit B (the "RICHFIELD Service Area"). Any additions to the RICHFIELD Service Area must be approved in writing by GERMANTOWN, in GERMANTOWN's sole and unfettered discretion. It is anticipated that sanitary sewer and municipal water service will be first provided to those lands within the TID described in paragraph A.1. to be developed as office/light industrial/logistics and warehousing.

RICHFIELD may, at its cost and discretion (but in coordination with GERMANTOWN), extend sanitary sewer or municipal water service to other areas within the RICHFIELD Service Area to provide service to those uses existing as of the Effective Date of this Agreement. Any changes to the existing uses or additional uses other than the planned office/light industrial/logistics and warehousing use or as allowed under RICHFIELD's current B-5 zoning district (the area and scope of which is illustrated in the attached Exhibit E) must be approved by GERMANTOWN in writing before any sanitary sewer and/or municipal water service may be provided for such use, and approval shall not be without a fair, solid and substantial cause or reason, which may include preventing direct, documentable competition for an end user. In the event of a challenge to the reasonableness of a decision to withhold any approval, RICHFIELD shall bear the burden of establishing the unreasonableness of such decision. If these restrictions are complied with, capacity shall be provided by GERMANTOWN up to the limits provided for in this Agreement.

2. GERMANTOWN shall provide sanitary sewer service to the RICHFIELD Service Area solely for domestic strength wastewater in an amount not to exceed the following capacities:

Flow Condition	Flow
Average Daily	0.4 MGD
Daily Peak	0.7 MGD

3. Domestic strength wastewater is defined as follows:

   a. <350 mg/L Biological Oxygen Demand (BOD_5)

   b. <370 mg/L Total Suspended Soils (TSS)

   c. <40 mg/L Total Kjeldahl Nitrogen (TKN)

   d. <7 mg/L Total Phosphorus (TP)

   e. 6.5 – 9.5 s.u. pH

   f. <100 mg/L Hexane Extractable Materials

   g. All other prohibitions as outlined in GERMANTOWN Municipal Code § 13.33 and Chapter 11 of the MMSD Rules.

4. GERMANTOWN shall provide municipal water service to the RICHFIELD Service Area in an amount not to exceed the following capacities:

Flow Condition	Flow
Average Annual	0.58 MGD
1-day Maximum	1.10 MGD
Peak Instantaneous	2,500 GPM

5. Flow Metering

   a. Sewer. RICHFIELD shall install a metering system in the Northeast Corridor Pump Station for the purpose of accurately measuring and communicating the volume of wastewater transmitted to GERMANTOWN from the RICHFIELD Service Area. GERMANTOWN shall continue to maintain the metering system in good operating condition. In the event of malfunction, GERMANTOWN will correct the malfunction within forty-eight hours of notice of malfunction.

   b. Water. GERMANTOWN shall install appropriately sized water meters at a building's connection point to its lateral, which meters shall be maintained by GERMANTOWN consistent with its meter maintenance policies.

   c. In the case of a metering system failure, flows shall be calculated based upon the time of operation shown on the run time meters multiplied by the apparent capacity of each pump until the system is repaired and put back into service.

   d. GERMANTOWN reserves the right to install cellular meters as it deems necessary.

C. SANITARY SEWER SERVICE

1. The RICHFIELD Service Area shall be served by a sanitary sewer main that is extended from the existing main located at the intersection of Goldendale and Freistadt Roads. The main extension shall be a gravity sewer from that intersection along the General Route to a point that is roughly located near the Southwest corner of the Southeast ¼ of the Northwest ¼ of section 18 in GERMANTOWN. The exact location shall be established as the General Route is finalized. The remainder of the General Route may be a force main, in the discretion of RICHFIELD.

2. GERMANTOWN shall own, operate, and maintain the sanitary sewer system located within RICHFIELD boundaries. GERMANTOWN shall also be responsible for costs associated with planning, designing and construction of improvements or other changes to GERMANTOWN'S sewerage system downstream of the connection point at Goldendale and Freistadt Roads needed to provide service to any GERMANTOWN'S service areas, including any interceptor connection to GERMANTOWN'S sewerage system, to the extent that such new system facilities are required to adequately provide service to RICHFIELD. In the event new system facilities are required to adequately provide service to RICHFIELD, GERMANTOWN agrees that it will allow RICHFIELD input on all bids received before awarding any bids for construction of such new system facilities required to adequately provide service to RICHFIELD, however GERMANTOWN shall have the sole discretion with respect to the award of any Bid.

3. Any proposed additional or substitute connection point(s)to GERMANTOWN'S sanitary sewer system beyond the General Route must be approved by GERMANTOWN and RICHFIELD.

4. All state and local regulations regarding separation and elimination of clearwater from sanitary wastes shall be strictly adhered to and enforced by both parties.

5. RICHFIELD agrees to maintain the areas around all sanitary sewer structures and appurtenances in such a manner as to avoid damage to them. (i.e., snowplowing, mowing operations). In the event that damage to structures or appurtenances does occur, it shall be immediately reported to GERMANTOWN. GERMANTOWN will repair any damage and charge the cost of repairs to the party responsible for the damage in a manner consistent with its policies.

6. RICHFIELD hereby agrees to comply with Chapter 13 of GERMANTOWN'S Municipal Code and all provisions of the MMSD code pertaining to this service, now in existence or enacted or amended at any time during the existence of this Agreement or any extension thereof. In the event it has not done so to date, RICHFIELD shall adopt, within 60 days of the effective date of this Agreement, a sewer use ordinance substantially in conformance with Chapter 13 of GERMANTOWN'S Municipal Code and MMSD Rules. Such sewer ordinance shall require all RICHFIELD users of GERMANTOWN'S system to comply with all applicable ordinances, rules and regulations of GERMANTOWN, and RICHFIELD shall strictly enforce said regulations.

7. The parties agree that GERMANTOWN shall have the right to inspect all users within the RICHFIELD Service Area and if, from any inspection, it is determined by GERMANTOWN that any deleterious waste is improperly entering the system, or that either RICHFIELD or a user are violating any ordinance, rule or regulation or this Agreement, the user and RICHFIELD will be notified in writing and shall be required to cease and desist such discharge immediately in the case of deleterious waste and within five (5) days if some other violation. In the event RICHFIELD and/or user fail to take corrective action (or in the alternative to satisfactorily assure GERMANTOWN that corrective action will be taken within a specified period of time), GERMANTOWN may pursue any and all remedies available to achieve compliance.

8. RICHFIELD agrees that federal, state and local regulations regarding pretreatment of those industrial wastes demanding such pretreatment shall be allowed to be rigidly monitored and enforced upon the applicable industrial dischargers by GERMANTOWN.

9. Sewer Service Connections.

    a. No permit for any additional connection to GERMANTOWN'S collection system shall be issued without prior written notice to GERMANTOWN. GERMANTOWN agrees that it will ensure that no permits are issued for any improvement involving new connections to the sewerage system unless the applicant first pays all applicable fees, including impact fees according to GERMANTOWN'S sewer impact fee schedule, and the aforementioned written notice has been given to GERMANTOWN.

b. All installations of building connection laterals shall be approved by GERMANTOWN'S designated inspector and installed by a licensed plumber. Upon issuance of an installation permit, GERMANTOWN'S inspector shall immediately forward a copy of the permit to RICHFIELD. In addition, GERMANTOWN'S inspector shall advise RICHFIELD by telephone of the location and date of construction of each lateral This notification by GERMANTOWN to RICHFIELD shall be given no later than 24 hours prior to date of construction. GERMANTOWN may conduct spot inspections to determine compliance with GERMANTOWN requirements. RICHFIELD shall collect GERMANTOWN'S fees associated with these services and forward the fees promptly to GERMANTOWN.

c. After each connection is completed, GERMANTOWN shall provide RICHFIELD with a compliance report certified by GERMANTOWN'S plumbing inspector that the connection was inspected and was made in accordance with all state and local regulations. All building connection laterals shall be installed by a plumber licensed by the State of Wisconsin.

d. RICHFIELD shall have the right to inspect GERMANTOWN'S permit records to ensure compliance with this Agreement. RICHFIELD shall also have the right to inspect any work performed relating to sewer service connections. All connections to the system shall meet the requirements of Chapter 13 of the Municipal Code of GERMANTOWN.

e. RICHFIELD shall not permit septic waste from unconnected properties or from properties in the process of abandonment to be deposited in the sewerage system.

10. Sewage Treatment Rates

a. GERMANTOWN and RICHFIELD have discussed and agree that sewer rates, as set by GERMANTOWN, will be set at 120% of the rates charged to GERMANTOWN ratepayers. GERMANTOWN shall oversee servicing of the municipal sewer line as well as routine/emergency maintenance. RICHFIELD customers shall pay the same connection charges as GERMANTOWN ratepayers.

b. The 2022 rate structure under this Agreement is set forth in Exhibit C attached hereto. The rates established are set to pay for the conveyance, treatment, and disposal of sewage transmitted to GERMANTOWN from the users in RICHFIELD for the operation and maintenance costs, including DNR-mandates replacement fund expenses for the wastewater treatment facility and collection system.

c. Changes to rates for service shall be as established in GERMANTOWN Municipal Code, which shall be on a reasonable and non-discriminatory cost of service basis.

d. The sewer user charge rate shall be applied to the total wastewater flow as metered at RICHFIELD connection point and based upon the number of lateral connections in accordance with the rate structure set forth in Exhibit C.

e. MMSD has, as a component of its cost of service, an annual fee dedicated to its capital fund. In the event MMSD levies a capital fee based upon development in RICHFIELD, RICHFIELD shall be solely responsible for payment of the fee.

11. Future Upgrades and Expansion

a. It is understood by RICHFIELD that GERMANTOWN'S use of the MMSD wastewater treatment facility is considered a regional facility and accordingly, the potential exists for future agreements by GERMANTOWN for conveyance of wastewater originating in other municipalities, or sanitary, management and utility districts created therein. Additions to the capacity of the wastewater treatment facility or interceptors, consistent with upgraded treatment processes as required by the Department of Natural Resources and the Environmental Protection Agency (EPA) or caused by growth, may be necessary in the future.

b. If improvements to the MMSD wastewater treatment facility or the addition of a specific process for treating wastewater is required solely due to the treatment of wastewater from a user within the RICHFIELD Service Area, the total of such expense shall be paid by the user. If improvements to the wastewater treatment facility or the addition of a specific process for treating wastewater is required solely due to the treatment of wastewater from a user outside the RICHFIELD Service Area, none of such expense shall be charged to the user.

D. WATER SERVICE

1. The RICHFIELD Service Area shall be served by a municipal water main loop that is created by extending an existing main along Rockfield Road approximately 0.5 miles from RICHFIELD'S municipal boundary through the RICHFIELD Service Area and then following the General Route to the existing main located at the intersection of Goldendale and Freistadt Roads.

2. GERMANTOWN shall own, operate, and maintain the municipal water system located within RICHFIELD boundaries.

3. Any proposed additional or substitute connection point(s)to GERMANTOWN'S municipal water system beyond the loop described above must be approved by GERMANTOWN and RICHFIELD.

4. RICHFIELD agrees to maintain the areas around all municipal water structures and appurtenances in such a manner as to avoid damage to them. (i.e., snowplowing, mowing operations). In the event that damage to structures or appurtenances does occur, it shall be immediately reported to GERMANTOWN.

5. Water Service Charges.

   a. GERMANTOWN and RICHFIELD have discussed and agree that the water rates, as set by the Public Service Commission (PSC) and agree that GERMANTOWN shall serve the RICHFIELD private industry user(s) as "Retail Customer(s)" rather than as "Wholesale Customer(s)". Those rates would be paid by the end-user(s) in the RICHFIELD Service Area. GERMANTOWN shall service the water line as well as routine/emergency maintenance. RICHFIELD customers shall pay the same connection charges as GERMANTOWN ratepayers.

   b. The 2022 rate structure under this Agreement is set forth in Exhibit D attached hereto. The rates established are set to pay for the water service provided to the users in RICHFIELD for the operation and maintenance costs, including replacement fund expenses for GERMANTOWN'S system.

   c. Changes to rates for service shall be as established in GERMANTOWN Municipal Code, which shall be on a reasonable and non-discriminatory cost of service basis.

   d. The water user charge rate shall be determined as metered at the user's building and in accordance with the rate structure set forth in Exhibit D.

6. Connections

   a. No permit for any additional connection to GERMANTOWN'S water system shall be issued without prior written notice to the GERMANTOWN. RICHFIELD agrees that it will ensure that no permits are issued for any improvement involving new connections to the water system unless the applicant first pays all applicable fees to GERMANTOWN, including impact fees according to GERMANTOWN'S water impact fee schedule, and the aforementioned written notice has been given to GERMANTOWN.

   b. All installations of building connections shall be approved by GERMANTOWN'S designated inspector and installed by a licensed plumber. Upon issuance of an installation permit, GERMANTOWN'S inspector shall immediately forward a copy of the permit to RICHFIELD. In addition, GERMANTOWN'S inspector shall advise RICHFIELD by telephone of the location and date of construction of each lateral. This notification by GERMANTOWN to RICHFIELD shall be given no later than 24 hours prior to date of construction. GERMANTOWN may conduct spot inspections to determine compliance with GERMANTOWN requirements.

   c. After each connection is completed, GERMANTOWN shall provide RICHFIELD with a compliance report certified by GERMANTOWN'S plumbing inspector that the connection was inspected and was made in accordance with all state and local regulations. All building connection laterals shall be installed by a plumber licensed by the State of Wisconsin. RICHFIELD shall have the right to inspect

GERMANTOWN'S permit records to ensure compliance with this Agreement. RICHFIELD shall also have the right to inspect any work performed relating to water service connections. All connections to the system shall meet the requirements of Chapter 13 of the Municipal Code of GERMANTOWN and GERMANTOWN'S Standard Specifications.

d. RICHFIELD shall collect GERMANTOWN'S fees associated with building services and forward the fees promptly to GERMANTOWN.

E. BILLING DATES AND PROCEDURES FOR SEWER AND WATER - PAYMENT TERMS

1. GERMANTOWN, as a customer of MMSD, is providing wastewater treatment and collection operation and maintenance services and water service to the RICHFIELD Service Area and the users of those utilities shall be liable for payment for all charges relating to these services. GERMANTOWN shall bill the users for all charges on a cycle consistent with their billing of GERMANTOWN utility customers. All invoices shall be paid in full within their prescribed amount of time after the date of billing, and if not so paid, the account(s) shall be considered delinquent. Payments received by GERMANTOWN after said date may be subject to a late payment charge as determined by GERMANTOWN.

2. GERMANTOWN shall provide to RICHFIELD, on an annual basis prior to January 15 of each year, a customer-billing summary which indicates any changes to the number of customers being served by GERMANTOWN. RICHFIELD shall have the right to inspect GERMANTOWN'S customer billing records to ensure compliance with the Agreement.

3. RICHFIELD shall place delinquent charges on property tax bills at the request of GERMANTOWN. GERMANTOWN shall notify RICHFIELD of all delinquent bills on or before October 15, annually. RICHFIELD shall forward all collections on delinquent charges obtained through the tax bills to GERMANTOWN within 30 days of receipt.

4. To the extent it is deemed necessary by GERMANTOWN, RICHFIELD shall cooperate with GERMANTOWN in provided any disconnection notices that need to be provided to utility customers in RICHFIELD.

F. DISPUTES

1. At least sixty (60) days before initiating dispute resolution to enforce this Agreement, the party contemplating such dispute resolution shall so notify in writing the other party and request a meeting to discuss and resolve the matter in contention. Prior to initiating any dispute resolution, all outstanding charges due and owing shall be satisfied. The party receiving such notification shall make itself available at reasonable times and places for such discussions and attempted resolution. The parties represent that they will each make a good faith effort to resolve any disputes that may arise between them. This procedure for dispute resolution shall not apply to emergency or exigent circumstances.

2. Upon failure of either party to comply with the terms and provisions of this Agreement, or with any rules and regulations set forth by the Wisconsin Department of Natural Resources or United States Environmental Protection Agency or other authorities who have legal jurisdiction in these matters, the aggrieved parties may sue in any court of competent jurisdiction for declaratory judgment or other relief as may be provided by law. The prevailing party in any such litigation shall recover its reasonable attorney fees and costs from the other party.

3. The rights and obligations of RICHFIELD and its users shall include those set forth in Wis. Stat. § 66.0821.

G. PRIVATE WELL ESCROW

RICHFIELD shall establish an escrow in the amount of $50,000 which shall be used in the event that any private residential well existing as of the Effecitve Date of this Agreement located within the area bounded by Rockfield Road, Goldendale Road, Bonniwell Road and Interstate 41 experiences lowered water levels necessitating the deepening or replacement of the well and/or pump. The escrow funds shall be utilized to complete the work necessary. The escrow fund shall close upon the exhaustion of the escrow funds or the closure of RICHFIELD'S TID established for the Northeast Corridor, whichever comes first, and any remaining funds shall be returned to RICHFIELD.

H. EFFECTIVE DATE

The Effective Date of this Agreement shall be December 1, 2022

I. TERM OF CONTRACT

This term of this contract shall run indefinitely.

J. EFFECT OF AGREEMENT

GERMANTOWN and RICHFIELD recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between GERMANTOWN and other entities.

K. SEVERABILITY

If a court of competent jurisdiction declares any clause, provision or section of this Agreement invalid, the invalidity of such clause, provision or section shall not affect the remaining provisions.

L. FORCE MAJEURE

If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

M. NO THIRD-PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of RICHFIELD and GERMANTOWN, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the parties in connection therewith.

N. ENTIRE AGREEMENT; AMENDMENT

This Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement, and this Agreement supersedes all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof. All Exhibits referenced herein are attached hereto and incorporated herein by this reference. No waiver, amendment, modification or variation in the terms of this Agreement shall be valid unless in writing and signed by both parties.

THIS AGREEMENT shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, or such public boards committees, commissions or entities as shall succeed substantially to the rights, powers, and duties of the Parties hereto respectively.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of GERMANTOWN pursuant to a motion adopted by the Village Board on the 16th day of May, 2022, and on behalf of RICHFIELD pursuant to a motion adopted by the Village Board on the 1st day of MARCH, 2022.

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF GERMANTOWN

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

APPROVED AS TO FORM:

Brian C. Sajdak, Village Attorney

VILLAGE OF RICHFIELD

John Jeffords, Village President

ATTEST:

Jim Healy, Village Administrator/Clerk

EXHIBIT A

General Route Map

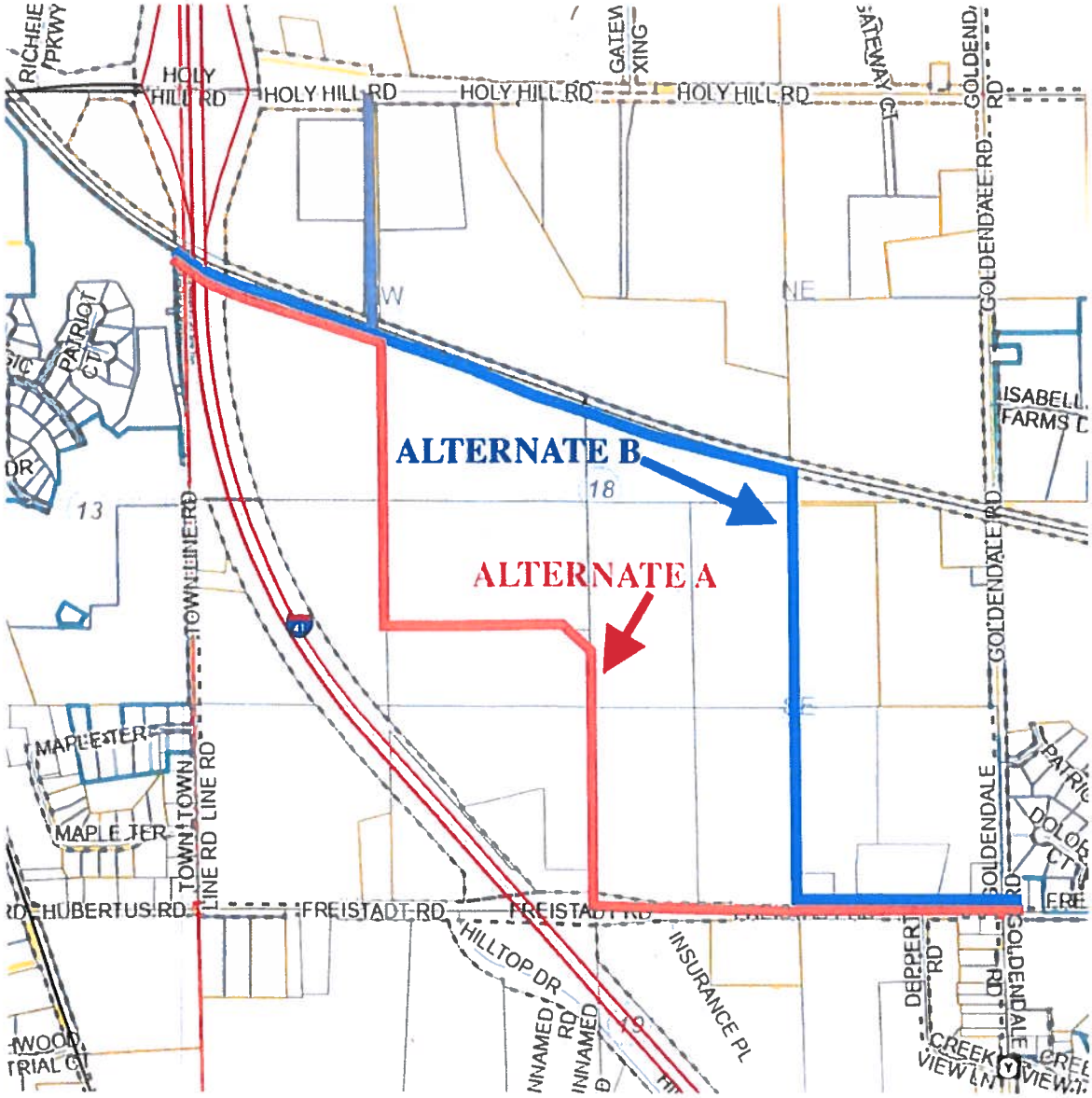


EXHIBIT B

RICHFIELD Service Area Map

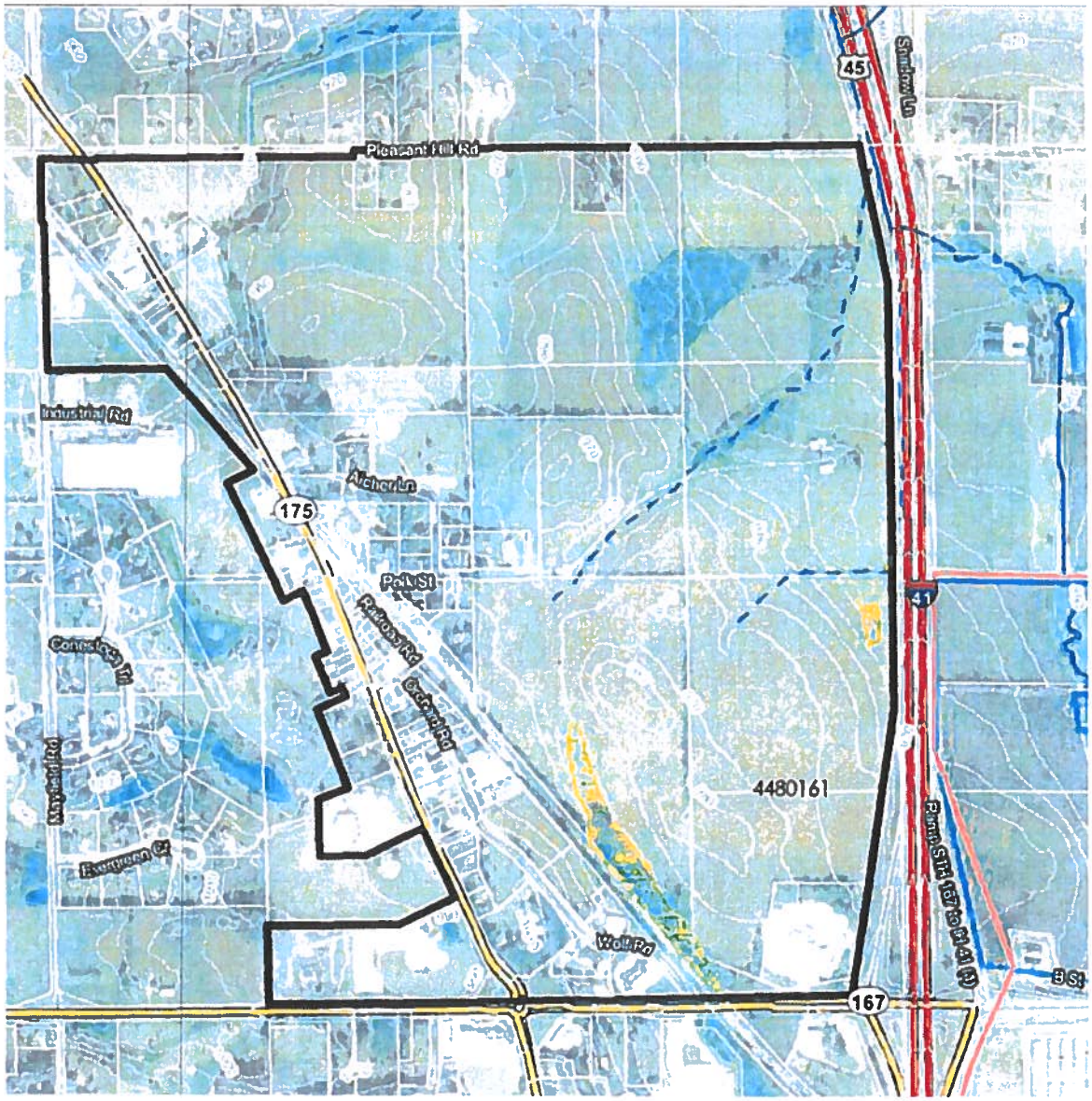


EXHIBIT C

Effective 12/15/2014 (1st Qtr 2015) - 10% Increase

SEWER RATES

Quarterly Service Charge per Residential Dwelling Unit: $40.01/ea.

Quarterly Service Charge for all other classes: Commercial, Industrial & Public properties:

Meter Size	$ Amt	Meter Size	$ Amt
5/8"	$40.01	2"	$132.02
3/4"	$40.01	3"	$202.03
1"	$74.02	4"	$362.06
1 1/2"	$102.02	6"	$592.08

Plus Volume Charge:

$6.913 per 1,000 gallons of flow - Residential
$8.641 per 1,000 gallons of flow - Commercial, Industrial, Public

*** Summer Sewer Billing Adjustment (1- & 2-Family Residences):**

Sewer utility volumetric basis for 2nd or 3rd quarter = lesser of actual volume of water usage **OR** below calculated maximum:

$$\frac{\text{(4th Qtr + 1st Qtr Consumption)}}{(2) \times 1.15}$$

= maximum volume of water usage to be attributed to Sewer Utility billing for 2nd and/or 3rd qtrs

New Customers without prior histor of usage:

Actual usage **OR** Village average of 18,000 gallons, whichever is lesser amount

New Customers with only one full quarter of prior usage or partial quarters:

Partial 4th Qtr & Full 1st Qtr	=	1st Qtr Consumption + 15%
Partial 1st Qtr	=	18,000 gallon Village average

LATE FEE - 1.0% per month

RETURNED CHECK FEE - $20.00

EXHIBIT D

Water Rates

Public Fire Protection Service

Public fire protection service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission shall apply.

Municipal Charge:
The annual charge for public fire protection service to the Village of Germantown shall be $537,000. The utility may bill for this amount in equal installments.

Direct Charges:
Under Wis. Stat. § 196.03(3)(b), the municipality has chosen to have the utility bill the remaining public fire protection service charge to the retail general service customers.

Quarterly Public Fire Protection Service Charges:

⅝ - inch meter:	$	2.13	3 - inch meter:	$	33.00
¾ - inch meter:	$	2.13	4 - inch meter:	$	54.00
1 - inch meter:	$	5.31	6 - inch meter:	$	108.00
1¼ - inch meter:	$	7.86	8 - inch meter:	$	171.00
1½ - inch meter:	$	10.65	10 - inch meter:	$	255.00
2 - inch meter:	$	18.00	12 - inch meter:	$	342.00

Customers who are provided service under Schedules Mg-1, Ug-1, or Sg-1 shall also be subject to the charges in this schedule according to the size of their primary meter. Customers who are provided service under Schedule Am-1 are exempt from these charges for any additional meters.

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1
Schedule No. Upf-1
Amendment No. 19

Public Service Commission of Wisconsin

Germantown Water Utility

Private Fire Protection Service - Unmetered

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

Quarterly Private Fire Protection Service Demand Charges:

2 - inch or smaller connection:	$	24.00
3 - inch connection:	$	40.00
4 - inch connection:	$	65.00
6 - inch connection:	$	130.00
8 - inch connection:	$	220.00
10 - inch connection:	$	300.00
12 - inch connection:	$	350.00
14 - inch connection:	$	486.00
16 - inch connection:	$	600.00

Billing: Same as Schedule Mg-1.

EFFECTIVE: January 1, 2022
PSCW AUTHORIZATION: 2210-WR-106

RATE FILE

Sheet No. 1 of 1
Schedule No. Mg-1
Amendment No. 19

Public Service Commission of Wisconsin

Germantown Water Utility

General Service - Metered

Quarterly Service Charges:

⅝ - inch meter:	$	19.35	3 - inch meter:	$	141.00
¾ - inch meter:	$	19.35	4 - inch meter:	$	219.00
1 - inch meter:	$	32.28	6 - inch meter:	$	405.00
1¼ - inch meter:	$	44.04	8 - inch meter:	$	621.00
1½ - inch meter:	$	56.46	10 - inch meter:	$	909.00
2 - inch meter:	$	84.69	12 - inch meter:	$	1,200.00

Plus Volume Charges:

First	100,000	gallons used each quarter:	$4.15 per 1,000 gallons
Next	900,000	gallons used each quarter:	$3.60 per 1,000 gallons
Over	1,000,000	gallons used each quarter:	$3.03 per 1,000 gallons

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Adm. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

EFFECTIVE: January 1, 2022
PSCW AUTHORIZATION: 2210-WR-106

EXHIBIT E

Richfield's B-5 Zoning District

STATE OF WISCONSIN VILLAGE OF RICHFIELD WASHINGTON COUNTY

ORDINANCE 2015-10-01

AN ORDINANCE TO CREATE SECTION 70.200.5, A ZONING DISTRICT ENTITLED, B-5, DOWNTOWN BUSINESS DISTRICT AND TO CHANGE THE ZONING CLASSIFICATION OF SPECIFIED PARCELS TO B-5

WHEREAS, the Village of Richfield Village Board initiated this zoning amendment pursuant to Section 70.163(B) of the Village of Richfield Village Code, in recognition of the importance of having a vibrant business community; and

WHEREAS, the Village Board finds that the standards listed in the B-3, General Business District would not allow the redevelopment of the majority of properties located north of STH 167 and south of Pleasant Hill Road along STH 175; and

WHEREAS, upon due notice as specified in Section 70.45 of the Village Code, the Village Plan Commission held a public hearing in this matter on October 1, 2015; and

WHEREAS, the Plan Commission has reviewed the proposed changes and amendments and has made its recommendation to the Village Board at a meeting subsequent to the meeting at which the petition was first submitted, as required by Section 70.163(D) of the Village Code; and

WHEREAS, the Village Board finds that these new regulations being adopted are consistent with the 2014 adopted Comprehensive Plan which talks about the importance of the STH 175 corridor for economic development; and

WHEREAS, the new regulations would allow Staff to better administrate the code in the future without the need and necessity of seeking variances for commercial development; and

WHEREAS, the Village Board of the Village of Richfield having carefully reviewed the recommendation of the Village Plan Commission, being fully informed and advised, having determined that all procedural requirements and notice requirements have been satisfied, hereby determines that the public necessity, convenience, and general welfare and good zoning practice require that the B-5 District be created as described herein, and that the district boundaries be established as described herein.

NOW, THEREFORE, the Village Board of the Village of Richfield, Washington County Wisconsin DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 70.200.5 of the Village of Richfield municipal code is hereby created entitled "B-5, Downtown Business District" to read as follows:

§70.200.5 B-5, Downtown Business

A. Intent. To establish, enhance, and preserve the unique character of the Village's downtown area along STH 175, north of STH 167 and south of Pleasant Hill Road. The District, which is limited to those properties generally located along STH 175 or abutting properties with

direct highway access, is intended to help act as a gateway to the community by enhancing the opportunities for commercial redevelopment, to establish and maintain small, neighborhood-scale mixed uses, all while encouraging high-quality design and architectural standards befitting of a higher density commercial zoning district.

B. Permitted Principal Uses. Permitted Principal Uses in the B-5 district are all principal uses permitted below:

1. Administrative and public service offices
2. Art, dance, or music teaching offices
3. Architects, engineers, or other similar professional offices
4. Bakery good stores
5. Banks, savings and loan association, and other financial institutions
6. Barber and beauty stores
7. Candy/confectionary stores
8. Clothing stores
9. Drugstores
10. Dry cleaning pickup and delivery establishments
11. Florists
12. Fruit and/or vegetable stores
13. General public bookstores
14. General business and professional offices
15. Gift stores
16. Hobby stores
17. Interior decorators
18. Electronic and/or Computer-related sales/services
19. Shoe stores/shoe repair shops
20. Tobacco stores
21. Antique stores
22. Bakeries including the baking of goods for local sale
23. Electrical supply stores
24. Furniture stores
25. Public Buildings & Municipal parking lots

C. Permitted Accessory Uses. Permitted accessory uses in the B-5 district are as follows:

1. Garages for storage of vehicles and/or supplies used in conjunction with the operation of the permitted business.
2. Off-street parking and loading areas.

D. Conditional Uses.

1. Residential dwellings provided that such dwellings are located in the principal building, not on the ground level floor, and that access to/from such dwellings is directly to/from the exterior of the building. There shall also be a minimum gross floor area of four hundred twenty (420) square feet for an efficiency-type or one-bedroom dwelling unit, and five hundred fifty (550) square feet for a two-bedroom unit. A dwelling unit with more than two bedrooms shall not be allowed.
2. Tavern
3. Sit-down Restaurant
4. Any use not expressly stated in subsection B of this section, but similar in character to the permitted uses. It is generally expected that these uses will be conducted as a retail or service industry business on the premises, catering to the general public.

E. Lot area and width in the B-5 district are as follows:

1. Consideration for minimum lot areas and width shall be limited to only those properties directly abutting STH 175 between STH 167 and Pleasant Hill Road shown in Exhibit A.

F. Building height and size. Building height and size in the B-5 district as are follows:
1. No building or parts of a building shall exceed 45 feet in height or two-stories, whichever is less.
2. No individual store, shop or business establishment shall have a total floor area of less than 300 square feet.
3. The sum total of the first floor area of all principal and accessory buildings shall not exceed 60% of the total lot area, except that the Plan Commission may allow a greater percent of lot coverage with a special exception pursuant to s. 70.161A.

G. Setbacks and yards. Setback and yards in the B-5 district are as follows:
1. **East of STH 175**: For all properties in the B-5 district that are located east of STH 175, there shall be minimum setbacks as follows:
   a. A street yard setback of zero feet but no greater than 15 feet setback from the road.
   b. A side yard building setback of zero feet.
   c. A rear yard setback of 10 feet.
2. **West of STH 175**: For all properties in the B-5 district that are located west of STH 175, there shall be minimum setbacks as follows:
   a. A street yard setback of zero feet but no greater than 15 feet setback from the road.
   b. A side yard building setback of 10 feet.
   c. A rear yard setback of 10 feet.

H. Parking and loading space. Parking and loading requirements shall be as specified in the B-3 district (Section 70.199(H)). Parking shall also not be permitted in any street yard.

I. Minimum utility service. Minimum utility service in the B-5 district shall be electricity, and county approved wastewater treatment and disposal and water supply systems.

J. Special regulations.
1. All business, servicing, processing, displays, and storage shall be conducted within completely enclosed buildings, except for the following: outdoor dining, produce or flower markets, or other similar type bedding plants and shrubs when authorized by the Plan Commission.
2. To encourage a business use environment in the B-5 district that is compatible with the residential character of the Village, building/zoning permits for permitted uses shall not be issued without prior review by and approval of the Village Plan Commission. Such review and approval shall be concerned with adjacent uses, general layout, building site and operation plans, ingress, egress, parking, loading and unload, drainage, and screening and landscape plans.

Section 2. The zoning map of the Village of Richfield is hereby amended to remove the subject lands shown in Exhibit A from the B-3 General Business District, and to place such lands in the B-5 Downtown Business District.

Section 3. The Village Engineer is hereby authorized and directed to note this rezoning on the Official Zoning Map of the Village of Richfield immediately following the effective date of this ordinance.

Section 4. Severability. Several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

Section 5. Effective Date. This ordinance shall become effective upon passage and publication/posting.

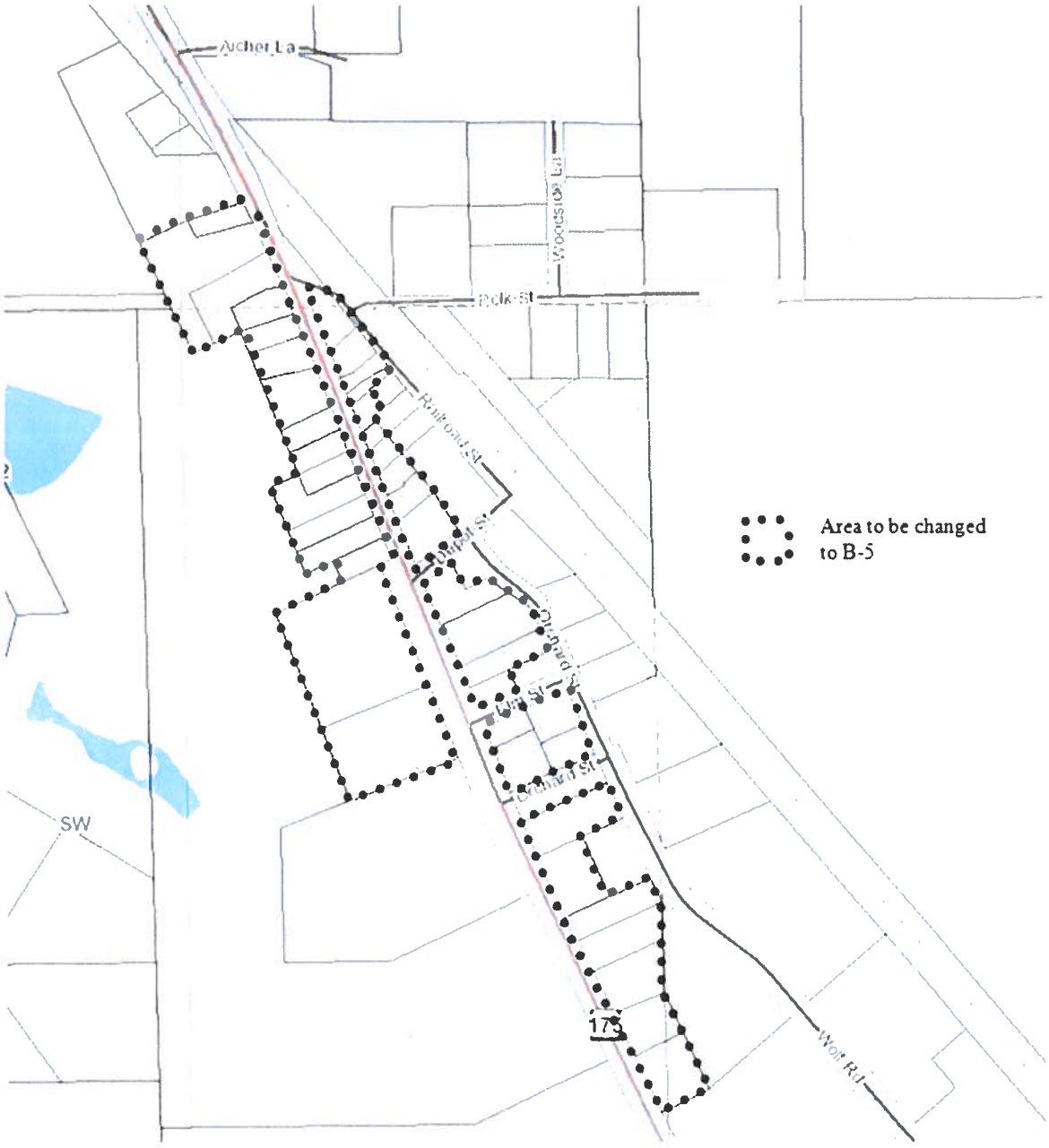
Adopted this 15th day of October, 2015.

Attest:

_____
John Jeffords, Village President

_____
Jim Healy, Village Clerk/Administrator

Exhibit A



Tax Keys of Subject Parcels: V10-027600A, V10-027600B, V10-027700Z, V10-031300Z, V10-031200Z, V10-0311, V10-031000Z, V10-030900Z, V10-030400Z, V10-030500Z, V10-0306, V10-030700Z, V10-0308, V10-0272, V10-027200A, V10-0271, V10-028900Y, V10-029000Z, V10-0029100Z, V10-029200Z, V10-029300Z, V10-030300Z, V10-030200B, V10-030200Z, V10-030100Z, V10-030000Z, V10-032000H, V10-032000F, V10-032000G, V10-032000Z, V10-0327, V10-034100Z, V10-0329, V10-034000Z, V10-033800Z, V10-033700Z, V10-033600Z, V10-028400Z,V10-0285, V10-028600Z, and V10-028600B

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between Kathleen Krause (the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation (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 38.15 acres (the "Estimated Area") located at N104W12667 Donges Bay Road, Germantown, Wisconsin (Tax Key No. GTNV361991)(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 (collectively, the "Property").

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 Property (the "Purchase Price") shall be an amount equal to the product obtained by multiplying $65,500 per acre by the total number of acres of Developable Land Area (hereinafter defined) shown on the final Survey (hereinafter defined) approved by Buyer. The term "Developable Land Area" means the gross land area of the Property less the land area of all existing rights-of-way and/or of the wetlands on the Property. The area within the wetlands shall be as defined by the Federal Emergency Management Agency or other applicable governmental authority. 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 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, 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 Property (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;

(g) A current Vacant Land Disclosure Report in a form substantially similar to that specified in Wis. Stat. § 709.033; and

(h) Any and all written correspondence in Seller's possession relating to the Property.

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 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."

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. 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, and Buyer's determination whether or not 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 6.1 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 6.1. 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.

6.2. 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.

6.3. 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 6.2 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.

6.4. 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 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 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 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 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 4.1. 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 9.4.

(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.

(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) Vacant Land Disclosure Report. Except for any condition disclosed on the Vacant Land Disclosure Report provided by Seller pursuant to Section 4.1(g), 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 7.1(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.

7.3. 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 hens 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 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 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 9.2(c) with respect to the Property.

(g) The Buyer shall have acquired, or be under contract to acquire, title to two properties in the vicinity of the Property, specifically those identified as Tax Key Nos. GTNV 361992 and GTNV 361996001.

(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 parcels identified in subsection (g).

(i) The Germantown Village Board shall have entered into an agreement with a developer or contractor for the development of a business/industrial park on those lands within the tax increment district described in subsection (f) that not utilized by the Buyer for its new Department of Public Works facility.

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) though (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 6.1. 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 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 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.

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 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 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 Property 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 Property 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 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.

9.6. 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.

9.7. 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 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 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.

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 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 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:

Kathleen Krause
N114W16671 Royal Ct
Germantown, WI 53022

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. 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.

11.7. 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.

11.8. Brokers. Seller shall pay a brokerage commission to The Boerke Company, Inc. pursuant to a separate written agreement; provided, however, that no commission will be earned or due if this Agreement terminates, is rescinded or fails to close or fund for any reason. Each party represents and warrants to the other that, except for the broker identified in the immediately preceding sentence, 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.

11.9. 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

Kathleen Krause 2/19/2022
Kathleen Krause Date

BUYER

2-13-22
Dean Wolter Date
Village President

ATTEST:

Deanna Braunschweig
Deanna Braunschweig
Village Clerk

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between Linda L. Raatz and Susan M. Knepel Shiring (collectively the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation (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 39.43 acres (the "Estimated Area") located at N104W12703 Donges Bay Road, Germantown, Wisconsin (Tax Key No. GTNV361992)(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 (collectively, the "Property").

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 Property (the "Purchase Price") shall be Two Million and No/100 Dollars ($2,000,000). 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 fifteen (15) days after the date of execution of this

Agreement, Seller shall, at Seller's sole cost and expense, provide Buyer with each of the following (the "Due Diligence Materials") as Seller has in Seller's possession:

(a) Seller's current title policy for the Property, if any;

(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, 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 Property (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;

(g) A current Vacant Land Disclosure Report in a form substantially similar to that specified in Wis. Stat. § 709.033; and

(h) Any and all written correspondence with third parties in Seller's possession relating to any environmental hazards concerning the Property or relating to any adverse condition(s) on the Property that would affect the value of the Property, or the health or safety of future occupants of the Property.

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 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."

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. Buyer agrees to provide Seller with a copy of the New Survey within ten (10) days after Buyer's receipt of the New Survey.

ARTICLE VI
INSPECTION

6.1. 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, and Buyer's determination whether or not 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 6.1 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 6.1. Seller and Title Company shall be entitled to rely on this election without further notice. 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 (net of any accrued interest) 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.

6.2. 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.

6.3. 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 6.2 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.

6.4. 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 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 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 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 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 4.1. 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 9.4.

(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.

(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) Vacant Land Disclosure Report. Except for any condition disclosed on the Vacant Land Disclosure Report provided by Seller pursuant to Section 4.1(g), 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 7.1(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.

7.3. 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 hens 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 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 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 9.2(c) with respect to the Property.

(g) The Buyer shall have acquired, or be under contract to acquire, title to two properties in the vicinity of the Property, specifically those identified as Tax Key Nos. GTNV 361991 and GTNV 361996001.

(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 parcels identified in subsection (g).

(i) The Germantown Village Board shall have entered into an agreement with a developer or contractor for the development of a business/industrial park on those lands within the tax increment district described in subsection (f) that not utilized by the Buyer for its new Department of Public Works facility.

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) though (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 6.1. 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 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 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.

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 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 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 Property 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 Property 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 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.

9.6. 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.

9.7. 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 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 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.

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 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 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:

Susan M. Knepel
W162 N11699 Park Ave
Germantown, WI 53022
georgeandsusan@earthlink.net

and

Linda L. Raatz
N69 W15715 Eileen Ave
Menomonee Falls, WI 53051
lraatz@wi.rr.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. 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.

11.7. 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.

11.8. Brokers. Seller shall pay a brokerage commission to The Boerke Company, Inc. pursuant to a separate written agreement; provided, however, that no commission will be earned or due if this Agreement terminates, is rescinded or fails to close or fund for any reason. Each party represents and warrants to the other that, except for the broker identified in the immediately preceding sentence, 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.

11.9. 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.

[SIGNATURE PAGE FOLLOWS]

SELLER

Linda L. Raatz Date

Susan Knepel Shiring Date

BUYER



Dean Wolter Date
Village President

ATTEST:



Deanna Braunschweig
Village Clerk

SELLER

02-02-2022

Linda L. Raatz Date

Susan M. Knepel Shiring 2/2/22

Susan M. Knepel Shiring. Date

BUYER

ATTEST:

Dean Wolter Date
Village President

Deanna Braunschweig
Village Clerk

TOWN 9 INDUSTRIAL BUILDING A
DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and F Street Germantown, LLC, A Wisconsin Limited Liability Company, hereinafter referred to as “Developer”.

WHEREAS, the Developer owns Lot # 1 (39.906 acres) of Certified Survey Map No. 7272, described as follows: lands located in Northwest ¼, the southwest ¼, and the Northeast ¼ of the Northeast ¼ of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin and as identified in the attached Exhibit “C” in the Village of Germantown, Washington County, Wisconsin (the “Property”); and

WHEREAS, Developer has submitted a site plan for one (1) building on the parcel; having 374,949 sq. ft., the building will be an office and warehouse and manufacturing facility (“Development”); and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install a water distribution facility in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, it will be necessary that Developer construct sanitary sewer facilities in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, The Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the applicable provisions of that section and as directed by the Village

Engineer or Village Board and consistent with the plans and specifications described in the attached Exhibit D which have been approved by the Village ("Approved Plans"). It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer has designed and submitted and the Village Engineer has approved plans for all water supply facilities, including an extension of 12" water main for a distance of approximately 2,077 lineal feet together with 3 each 12" valves and 4 fire hydrants assemblies (includes; hyd, 6" vlv & lead). Authorization for construction has been given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in a Village utility easement dedicated to the Village. The easement shall be dedicated to and accepted by the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall extend sanitary sewer within a utility easement for approximately 1,014 lineal feet of 8" pipe and 5 each manholes, beginning at the existing sanitary sewer located at approximately the southwest corner of the proposed building and proceed in a southeasterly direction to the end point and manhole of the sanitary sewer extension. The sampling manhole is to be private and the lateral to the building is private. Developer has designed and submitted and the Village Engineer has approved all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities and authorization for construction has been given, in accordance with Sec.18.08(7) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in a utility easement dedicated to the Village. The easement shall be dedicated to and accepted by the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 OTHER UTILITIES. All such services constructed after the date hereof shall be located underground in accordance with applicable codes.

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Chap. 29 of the Municipal Code, and, in addition, has undertaken the following measures to insure sediment control:

(1) Submitted an Erosion Control Plan which the Village Engineer has approved.

(2) Obtained an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the Development and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village Engineer. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village Engineer.

(3) Developer shall promptly undertake top soiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of the approved Erosion Control Plan shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer to restore compliance with the Erosion Control Plan. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may submit a draw request pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with the Erosion Control Plan or be considered a substitute or replacement for such measures.

(5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.06 STORM WATER DRAINAGE FACILITIES. Drainage from the Property comprising the "Development" discharge into two (2) proposed storm drainage Ponds located at the south end of the Property. The proposed Ponds will remain under the ownership of the owner of the Development or an affiliate of the owner of the Development. Developer has submitted and the Village Engineer has reviewed and approved storm water volumes to verify the proposed Ponds will be adequate to accommodate expected surface water flow within and through the Development. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting &

Construction Standards & Specifications, Sec. 7.0 "Storm Water Management Requirements" and Sec. 4.0 "Storm Water Conveyance System Requirements" and the Stormwater Management Plan for the Development described on the attached Exhibit D and approved by the Village Engineer (the "SWMP"). All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies.

(1) Developer shall install all storm water management facilities as shown on the SWMP.

(2) The proposed Ponds shall be certified to verify that the Ponds were constructed to meet the requirements of the SWMP.

(3) Developer shall prepare, submit to the Village Engineer for review and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for an occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.

(4) The Developer or its affiliates, successors, or assigns shall be responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities consistent with the SWMP and applicable Village ordinance.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted February 27, 2023.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense. (None are required.)

1.09 SIDEWALKS AND PATHWAYS. No sidewalks or pathways located in Public ROW on this Development.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec.18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec.18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of the water supply and sanitary sewerage system construction. Developer agrees that no work shall be scheduled for the water supply and sanitary sewerage system improvements without the Village Engineer's written approval of the starting date and schedule.

The pre-construction meeting is required prior to starting installation of sanitary sewer and water main.

2.02 BUILDING AND OCCUPANCY PERMITS. No temporary occupancy permits shall be issued until the sanitary sewer, sampling manhole, water main, storm sewer improvements and landscaping are installed consistent with Approved Plans, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer or Director of Public Works, all record drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below. All public improvements required by the Agreement shall be installed and accepted by the Public Works Committee prior to issuance of any final occupancy permits.

2.03 REQUIRED PLANS. Developer has submitted to the Village Engineer and the Village Engineer has approved all of the plans, profiles and specifications required by Sec.18.09 (3) of the Municipal Code. Required plans for improvements include the following:

(1) Master site grading
(2) Site Plan
(3) Water main record-drawings
(4) Erosion and sedimentation controls
(5) Water main extensions
(6) Sanitary Sampling Manhole
(7) Sanitary Sampling Manhole Record Drawings
(8) Sanitary Sewer Extensions
(9) Sanitary Sewer Record Drawings
(10) Landscaping

In addition, Developer has submitted and the Village Engineer has approved all specifications and authorized construction.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD DRAWING DOCUMENTS. Developer shall, not later than ninety (90) days following Final Acceptance of the public improvements, prepare and submit to the Village Engineering Department, record-drawing documents in Plan & Profile format in both hardcopy and digital format (i.e., AutoCAD .dwg file format) as defined in the Record Drawings Section (6.3) of the Village's Development Handbook. The Record Drawings shall be of all public improvements to be constructed pursuant to this Agreement.

All record-drawing measurements shall be prepared using the following approved and accepted survey datum for horizontal and vertical control as referenced to the Village coordinate system being the Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1983, 2011 Adjustment, and the North American Vertical Datum of 1988.

If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by the Developer's engineer and/or architect, in accordance with requirements of applicable Village Code.

In the event it shall become necessary to mark Village owned utilities through Digger's Hotline prior to the Record Drawings for the same being provided to the Village and mapped onto the Village GIS (which the Village agrees to do so promptly after receipt of the Record Drawings), Developer shall be responsible for the marking.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer relating to the Development under the Ordinances have been paid in full, (ii) copies of affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence reasonably satisfactory to it from Knight Barry Title, Inc. ("Knight Barry") that no liens or other encumbrances (except those approved in writing by the Village) encumber the public improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or its Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Any sanitary sewer installation shall not be accepted until satisfactory pressure and vacuum test results are obtained. Upon completion of the sanitary sewer, water main and service laterals and acceptance of the systems by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the public improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer within two days of such inspection for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). Completion of the public improvements shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

4.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees are calculated for the Development as follows:

(1)	Water:	$ 832.00/REC
(2)	Fire Protection:	$ 0.63549/$1000 Building Cost
(3)	Police Protection Facilities:	$ 0.2809/$1000 Building Cost
(4)	Sanitary Sewer Connection:	$ 4,764/REC

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. The REC Fees change annually with the current year REC Fee to be used at time of Building Permit issuance. These fees are payable at the time of Building Permit issuance.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for the Development to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10(3) of the Municipal Code. The fee shall be calculated as follows:

2.25% of the first $250,000 of construction costs
1.75% of the next $250,000 of construction costs, and
1.25% of construction costs which exceed $500,000

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of $5,000 for a fee as per Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sections 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant and shall also be reimbursed for services

rendered by the Village Attorney. Additionally, Developer shall reimburse the Village costs for inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as deemed necessary by the Village Engineer. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Estimated billings are also set forth on Exhibit B.

4.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this Development.

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit A, for the Development prior to the issuance of a building permit for the Development on the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized one (1) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate government agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required or permitted on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements for this Development in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ROADWAY MAINTENANCE. The Development is comprised of internal private roadways.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer has obtained a construction loan from Citizens Bank (the "Bank") in the principal amount of $21,862,000.00 to assure the faithful performance and funding of Developer's obligations under this Agreement as itemized in Exhibit A attached hereto and incorporated herein by reference, as well as the construction of the Development. The Bank is requiring construction disbursing through Knight Barry. Upon request, Developer shall provide the Village copies of the draw request and lien waivers relating to disbursements for public improvements for the Development. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work (as such deadline may be extended and subject to Section 8.03) and the expiration of any applicable notice and cure periods, the Village is hereby authorized to submit a draw request to Knight Barry to fund any third party costs actually incurred by the Village after such one year period (as may be extended and subject to Section 8.03) and expiration of any applicable notice and cure periods, to construct the public improvements shown on the Approved Plans.

6.02 Intentionally deleted.

6.03 Intentionally deleted.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village under this Article VI, the Village reserves the right without notice or hearing to impose special assessments or charges for any third party costs actually incurred by the Village to construct the public improvements shown on the Approved Plans. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.05 REMEDIES. In the event of a material breach of this Agreement by the Developer, the Village shall, within a reasonable amount of time, give notice of such breach to the Developer. If Developer fails to remedy the breach within thirty (30) days of the notice (or such other amount of time to which the parties might agree or is reasonably necessary to remedy a breach or, if the breach cannot reasonably be corrected using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be corrected using commercially reasonable and diligent efforts, such 30-day remedy period shall be extended for the period reasonably necessary to correct if (and for such period as), (i) Developer uses commercially reasonable and diligent efforts during such 30-day period; (ii) Developer continues to use all commercially reasonable and diligent efforts to correct after such 30-day period; and (iii) such efforts are adequate to ensure a correction) (the "Cure Period"), the Village shall have the option of ordering the Developer to not proceed any further with the construction and

installation of the public improvements described in this Agreement until such time as the breach is remedied. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee on cause its contractor to guaranty all dedicated public improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Developer shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

7.03 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than $1,000,000.00.

(3) Property damage insurance having limits of not less than $500,000.00.

(4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, but not punitive damages, fines, penalties, or consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or

conveyed by Developer to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage to the Village because of work performed pursuant to, or in connection with this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

(1) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees but not punitive damages, fines, penalties, or consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;

(2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(3) the Village may at its own expense hire counsel or consultants to monitor the Claim;

(4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:

(i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and

(ii) Developer shall pay such reasonable costs and expenses incurred by the Village within thirty (30) days of receipt of written notice from the Village together with an invoice for work performed;

(6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The public improvement work required by this Agreement shall be completed by Developer not later than one (1) year following the date of issuance of permits for such work by the Village.

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement by the time period required in Section 8.01 (as such deadline may be extended and subject to Section 8.03) and the expiration of thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be funded as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, bureaucratic delays or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 APPROVAL TERMS. No tax-exempt use is authorized by the approvals granted by the Village.

9.02 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of utilities on the Property and shall replace the Predevelopment Agreement and that in the event of any conflict between the Development Agreement and the Predevelopment Agreement, the terms of the Development Agreement will control.

9.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

9.05 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgages having interest in said real estate are as follows: F Street Germantown, LLC.

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind F Street Germantown, LLC as an agent of the same.

9.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

9.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.09 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

9.10 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

9.11 EXECUTION. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document. This Agreement may be signed electronically, and manual or electronic signatures may be transmitted by facsimile or email. All such signatures shall be enforceable as original signatures.

ARTICLE X - NON-ASSIGNMENT

This Agreement, which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village.

[Signature Pages Follow]

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed this 15th day of January, 2025 which shall be the effective date of this Agreement.

DEVELOPER:

By: F Street Germantown, LLC
A Wisconsin Limited Liability Company

Signed by:
By: Scott Lurie
708FB5BD604C482...
Scott J. Lurie, Manager

VILLAGE OF GERMANTOWN

Signed by:
By: Dean Wolter
EDADACADB752405...
Dean Wolter, Village President

Signed by:
Attest By: Donna Ott
BF9DB57F319C451...
Donna Ott, Village Clerk

Per Village Board Approval: Dated 8/21/2023.

Approved as to form:

Signed by:
806B8144393342C...
Brian C. Sajdak, Village Attorney

This instrument was drafted by: Lawrence W. Ratayczak, P.E., Director of Public Works

EXHIBIT "A"

F STREET GERMANTOWN, LLC

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT	
Survey Monuments	N/A	$0.00	#
Grading (R.O.W. & Ponds)	N/A	$0.00	#
Gravel Base and Asphalt Pavement	N/A	$0.00	#
Asphalt Surface Coarse	N/A	$0.00	#
Concrete Curb & Gutter	N/A	$0.00	#
Sidewalks / Walk Paths	N/A	$0.00	
Sanitary Sewer System	1.03	$130,980.00	#
Water System	1.02	$301,740.00	#
Storm Sewer	N/A	$0.00	#
Underground Utilities	N/A	$0.00	
Street Lights	N/A	$0.00	#
Street Signs	N/A	$0.00	#
Erosion Control	N/A	$0.00	
Storm Water System, Pond & Drainage	N/A	$0.00	
Permanent Barricades	N/A	$0.00	#
SUB-TOTAL		**$432,720.00**	
DATA Conversion Fee (record drawings)	4.05	$13,000.00	*
Improvement Review Fee	4.03	$0.00	*
Professional Fee (Attorney)	4.04	$0.00	*
Inspection Fee (Estimate based on construction time)	4.04	$0.00	*

SUB-TOTAL		**$13,000.00**	

Town 9 BUILDING (Estimated Value @ $20 mil)

IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE

Sanitary Sewer (5.0 REC @ $4,764 / REC)	4.02	$23,820.00	**
Water (5.0 REC @ $832 / REC)	4.02	$4,160.00	**
Fire (0.63549/$1000 Bldg Cost)	4.02	$12,709.80	**
Police (0.2809/$1000 Bldg Cost)	4.02	$5,618.00	**
Park & Recreation	N/A	N/A	**
Library	N/A	N/A	**
SUB-TOTAL		$46,307.80	
TOTAL (Letter of Credit Amount)		**$432,720.00**	

* Amount to be Paid at Time of Signing of Development Agreement	**$13,000.00**
** Amount to be Paid at Time of Town 9 Building Permit Issuance	**$46,307.80**
# Items used in calculation of (public) Improvement Review Fee	**$432,720.00**

EXHIBIT “B” (labor & equipment rates)

[See Attached]

LABOR RATES -- 2023

VILLAGE OF GERMANTOWN

POSITION DESCRIPTION	Annual Hourly Rates 2021	2022	2023
Director of Public Works	$82.51	$85.40	$80.09
Community Development Director			$82.69
Village Engineer	$69.53	$71.96	$67.19
Project Engineer	$58.88	$60.94	$56.81
Civil Engineer	$44.33	$45.88	$54.63
Land Surveyor/Survey Crew w/Robot	$148.65	$153.85	$140.30
Engineer Tech III / Land Surveyor	$52.53	$54.37	$42.95
Construction Inspection	$52.73	$54.58	$52.84
Record Drawing Documentation Preparation	$52.73	$54.58	$51.75
Clerical_DPW			$43.64
Clerical_Planning/Zoning			$43.90
Superintendent_Highway	$59.52	$61.60	$67.24
Foreman_Highway			$63.14
Highway Maintenance Worker II	$49.94	$51.69	$58.02
Highway Operators (Traffic Signals)	$57.98	$60.01	$60.38
Superintendent_ Water Utility	$59.52	$61.60	$65.85
Foreman_Water Utility			$60.95
Superintendent_ Waste Water	$59.53	$61.61	$66.45
Utility Operator	$51.24	$53.03	$58.02

NOTE: 2023 rates reflect base wage + benefits/fed/state/pension/ins/ss (from payroll) + 15% Administration/Overhead.

EQUIPMENT RATES -- 2023

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates 2021	2022	2023
Cruz-Air	$74.27	$76.50	$78.79
Case Backhoe & Loader	$43.85	$45.17	$46.52
Michigan Loader	$56.03	$57.71	$59.44
Case/John Deer Loader/Snow Plow	$95.01	$97.86	$100.80
Case/John Deer Loader/Snow Blower	$129.10	$132.97	$136.96
Single Axle Dump Truck (5yd)	$40.19	$41.40	$42.64
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	$64.55	$66.49	$68.48
Tandem Axle Dump Truck	$53.59	$55.20	$56.85
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	$79.17	$81.55	$83.99
Quad Axle Dump Truck	$92.89	$95.68	$98.55
1-Ton Patrol Truck (2-3 yd)	$30.46	$31.37	$32.32
1-Ton Truck w/Plow	$37.76	$38.89	$40.06
Truck w/Water Jetter w/Aux. Power Unit	$60.89	$62.72	$64.60
Aerial Lift Truck	$75.52	$77.79	$80.12
3500- Truck w/ Utility Box & Crane	$65.00	$65.00	$65.00
Pickup Truck	$23.75	$24.46	$25.20
Pickup Truck w/Plow	$34.10	$35.12	$36.18
Self Propelled Vibrating Roller	$46.28	$47.67	$49.10
Self Propelled Non-Vibratory Roller	$42.62	$43.90	$45.22
185 cfm Air Compressor (Portable)	$34.10	$35.12	$36.18
Street Sweeper 40 Hp w/Front Mounted Broom	$45.06	$46.41	$47.80
Vacuum Sweeper	$99.87	$102.87	$105.95
Vac All	$104.74	$107.88	$111.12
Sewer line Televising Truck	$141.29	$145.53	$149.89
Combination Sewer Machine (pipe jetter & vac)	$170.51	$175.63	$180.89
Mini Excavator	$59.70	$61.49	$63.34
Skid Steer Loader w/Bucket	$38.98	$40.15	$41.35
Skid Steer Loader w/Snow Blower/Broom	$42.62	$43.90	$45.22
20" Enclosed Trailer	$15.45	$15.91	$16.39
REX Valve Turner	$85.49	$88.05	$90.70
10' Utility Trailer	$12.36	$12.73	$13.11
Tar Kettle	$41.41	$42.65	$43.93
Motorized Mower (24" & Under)	$16.15	$16.63	$17.13
Motorized Mower (25"-47")	$22.54	$23.22	$23.91
Motorized Mower (48" & larger)	$26.19	$26.98	$27.78
Tractor w/Sickle or Flail Mower	$56.14	$57.82	$59.56

Chain Saw	$14.94	$15.39	$15.85
Hydraulic Saw	$14.94	$15.39	$15.85
Hydraulic Pruner	$14.94	$15.39	$15.85
Chipper	$48.71	$50.17	$51.68
Generator (225 Kw)	$69.42	$71.50	$73.65
Generator (Under 10 Kw)	$30.46	$31.37	$32.32
Trailer Mounted Vacuum Excavator & Valve Turner	$102.31	$105.38	$108.54
6" Pump/Hose	$37.76	$38.89	$40.06
4" Pump/Hose	$31.67	$32.62	$33.60
3" Pump/Hose	$26.19	$26.98	$27.78
Barricades----------DAILY COST	$3.66	$3.77	$3.88
Traffic Control Signs------DAILY COST	$1.83	$1.88	$1.94
NOTE: 2023 rates reflect a 3% increase of 2022 rates			

EXHIBIT "C" (CSM)

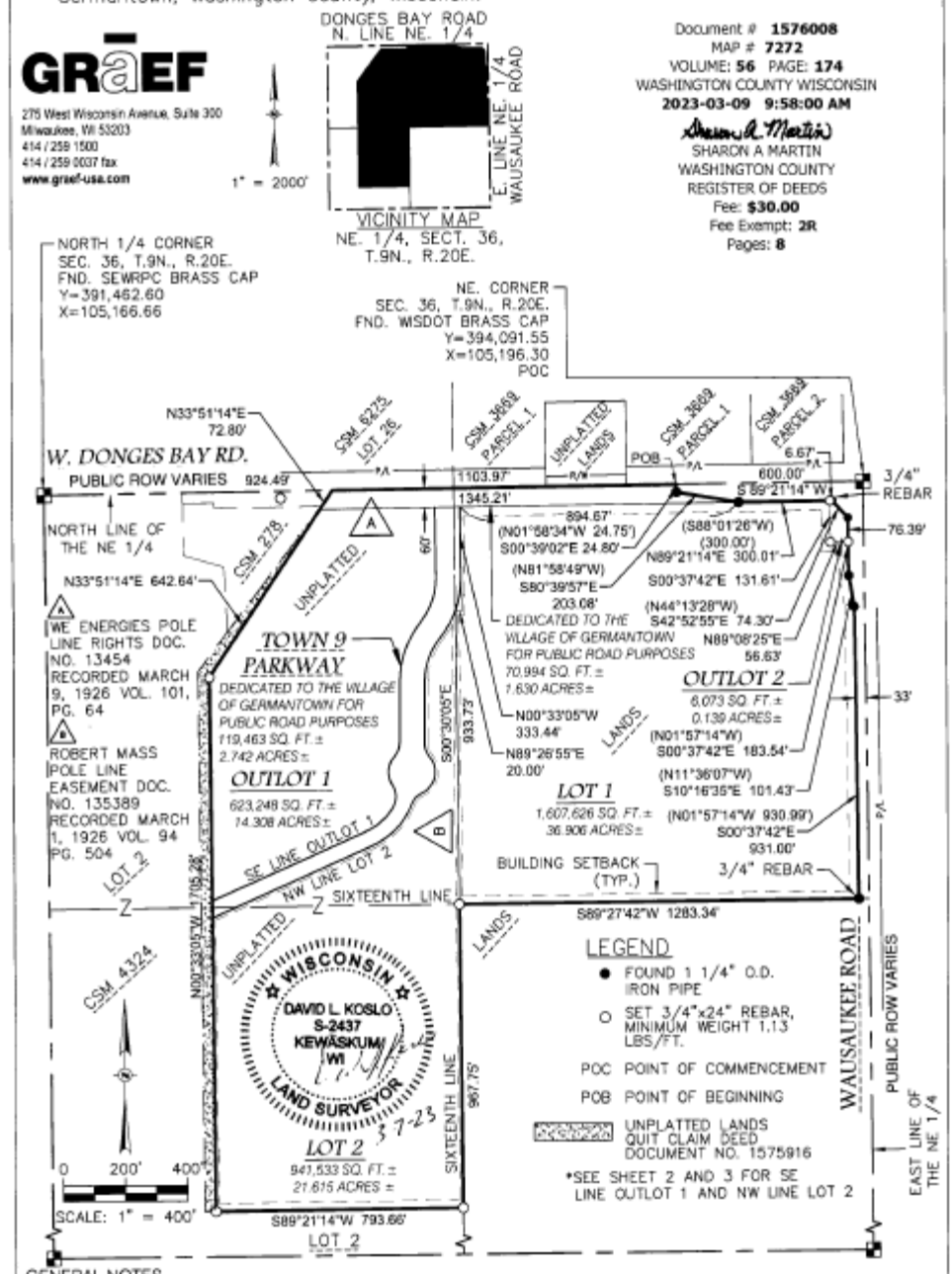
[See Attached]

CERTIFIED SURVEY MAP NO. _____

Unplatted lands located in Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

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

Document # **1576008**
MAP # **7272**
VOLUME: **56** PAGE: **174**
WASHINGTON COUNTY WISCONSIN
2023-03-09 9:58:00 AM
Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **$30.00**
Fee Exempt: **2R**
Pages: **8**



GENERAL NOTES

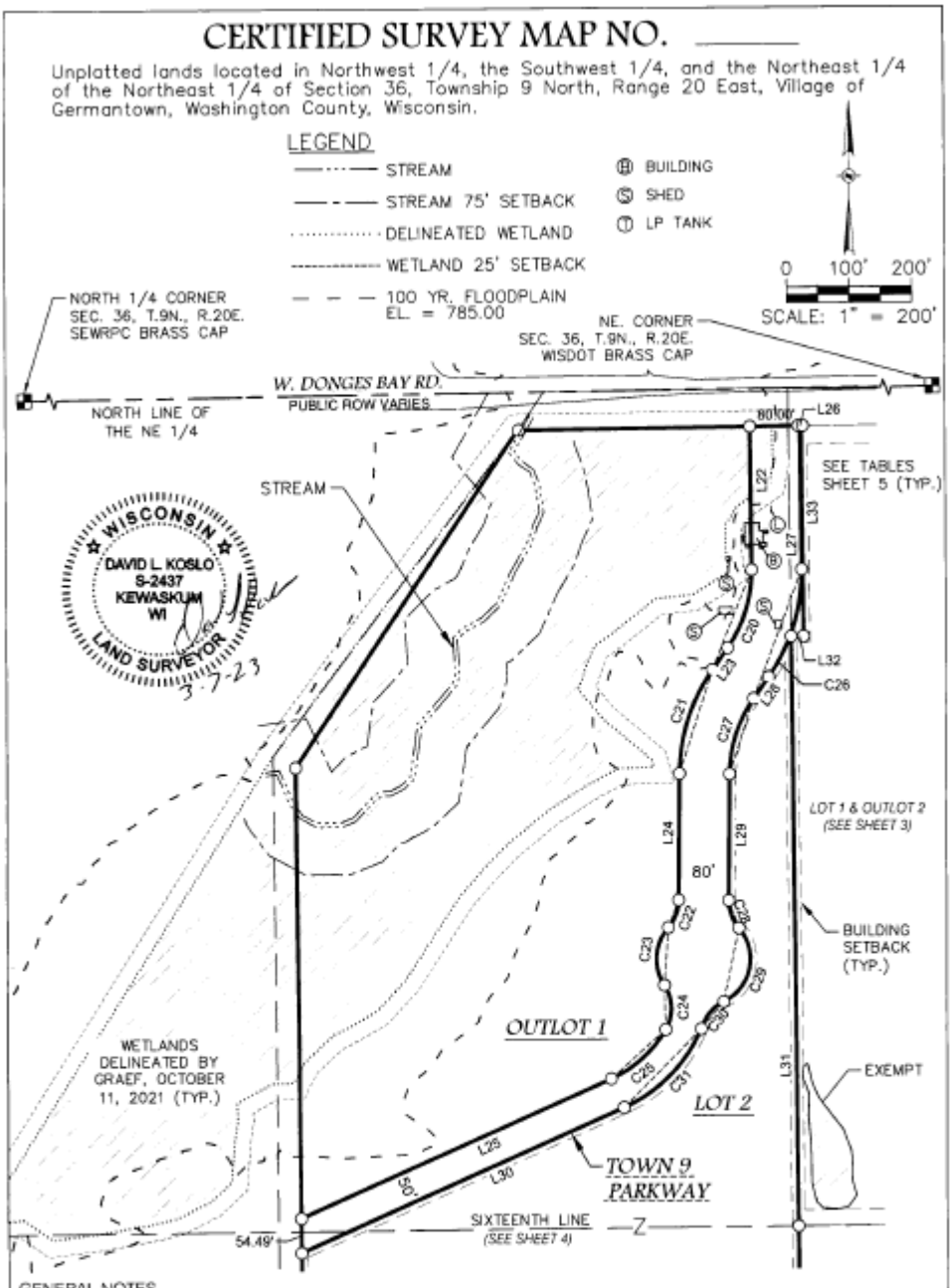
1.) Bearings are referenced to the North line of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East which bears, N. 89°21'14" E. based on the Wisconsin Coordinate Reference System, Washington County, NAD83(2011).

2.) Owner and subdivider is Village of Germantown, N112 W17001 Mequon Road, Germantown, WI. 53022. PH: 1-262-250-4745, Tax ID: GTNV 361-991 & GTNV 361-992.

This Instrument Drafted By: David L. Koslo, PLS No. 2437 JOB. NO. 20210820.02 SHEET 1 OF 8

CERTIFIED SURVEY MAP NO. _____

Unplatted lands located in Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.



GENERAL NOTES

1.) Lot 2 is zoned I: Institutional District. A minimum building setback from the right-of-way of all streets, or highways equal to the average setback on each side of the use parcel or districts. A minimum side yard equal to the side yard of adjacent use parcels or districts. a rear side yard of not less than 25 feet. Front yard = 30 feet, Side yards = 10 feet, Rear yard = 25 feet

2.) Lot 1 is zoned M-1: Limited Industrial. Minimum building setbacks are; Front/Street yard = 30 feet, Side yard = 10 feet, Rear yard = 25 feet. Donges Bay Road: Front/Street yard setback = 30 feet, Wausaukee Road: Front/Street yard setback = 30 feet, West Lot line: Rear yard setback = 25 feet, South Lot line: Rear yard setback = 25 feet.

3.) These are minimum setbacks with actual setbacks to be determined by the Plan Commission through Site Development & Building Plan approval.

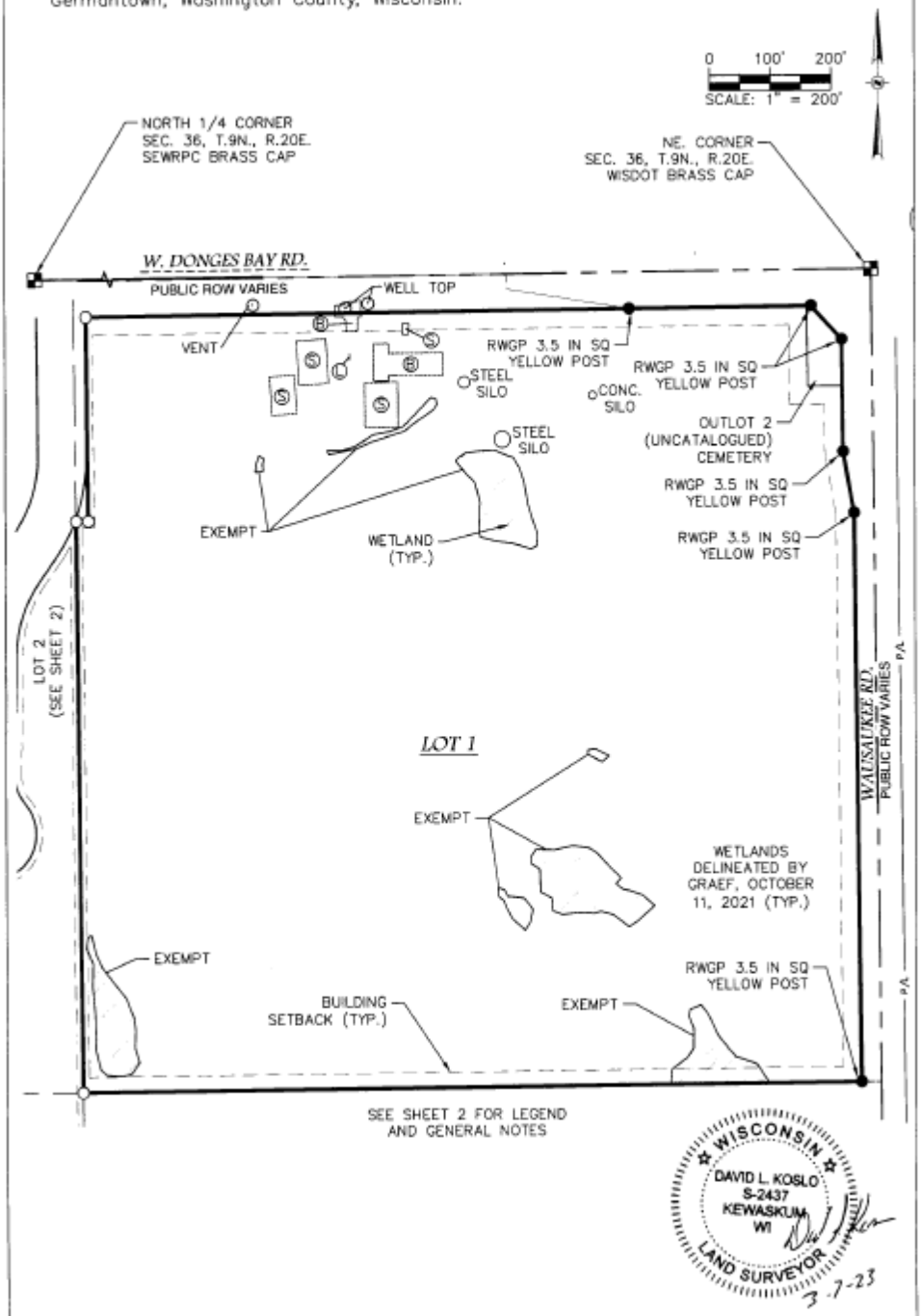
4.) Development within the wetland and stream bank setbacks is prohibited unless otherwise allowed pursuant to the provisions of chapter 24 (shoreland-wetland zoning code) in the Germantown municipal code".

This Instrument Drafted By: David L. Koslo, PLS No. 2437 JOB. NO. 20210820.02 SHEET 2 OF 8

MAP #7272 VOLUME: 56 PAGE: 175

CERTIFIED SURVEY MAP NO. _____

Unplatted lands located in Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

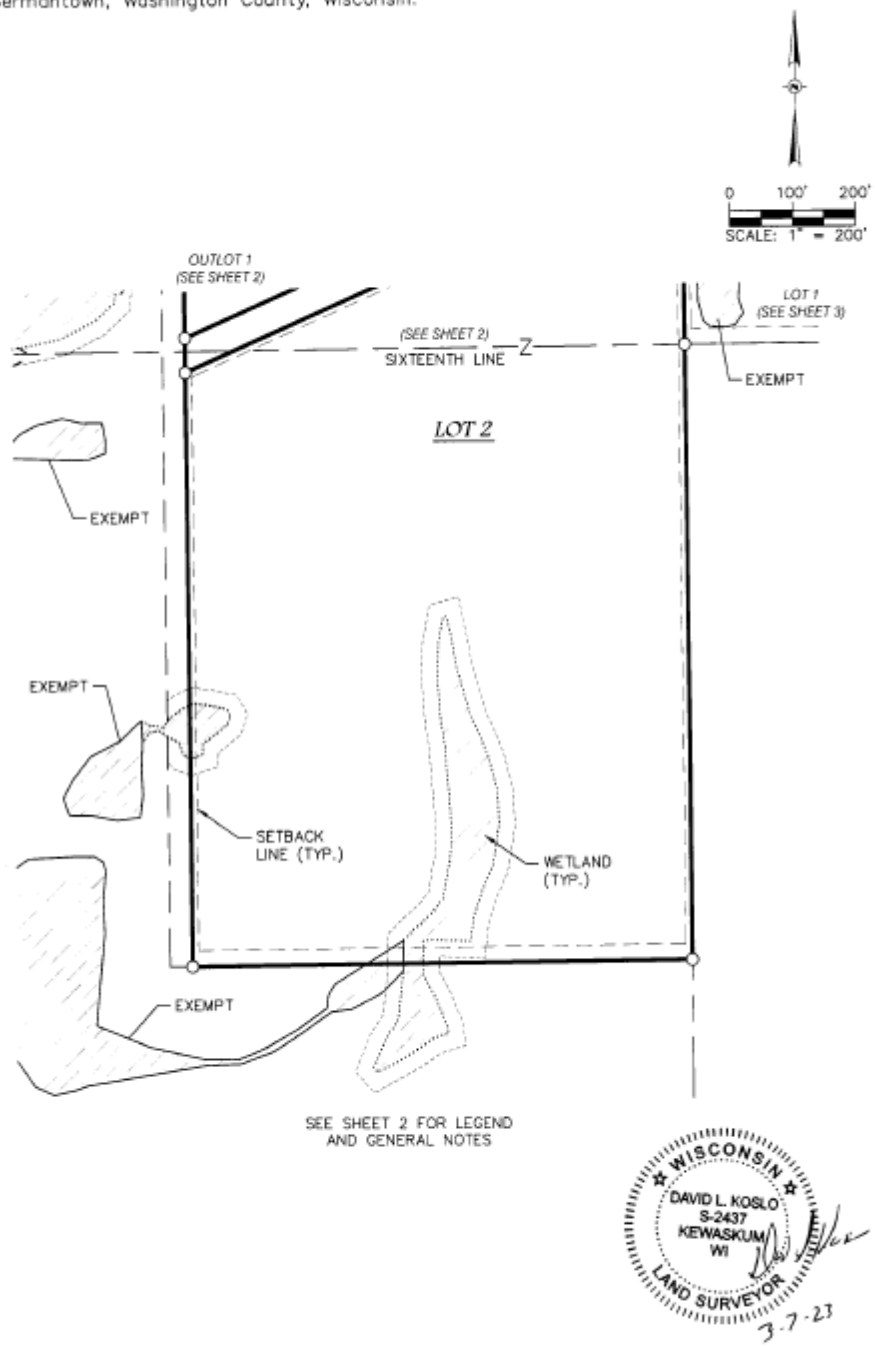


This Instrument Drafted By: David L. Koslo, PLS No. 2437 JOB. NO. 20210820.02 SHEET 3 OF 8

MAP #7272 VOLUME: 56 PAGE: 176

CERTIFIED SURVEY MAP NO. _____

Unplatted lands located in Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.



SEE SHEET 2 FOR LEGEND AND GENERAL NOTES

WISCONSIN
DAVID L. KOSLO
S-2437
KEWASKUM
WI
LAND SURVEYOR
3-7-23

This Instrument Drafted By: David L. Koslo, PLS No. 2437 JOB. NO. 20210820.02 SHEET 4 OF 8

MAP #7272 VOLUME: 56 PAGE: 177

CERTIFIED SURVEY MAP NO. _____

Unplatted lands located in Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

OUTLOT 1 TABLES

LINE TABLE		
LINE #	LENGTH	DIRECTION
L22	227.31'	S00°30'31"E
L23	42.27'	S35°17'13"W
L24	200.34'	S00°34'38"W
L25	541.92'	S66°01'55"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C20	131.20'	210.00'	35°47'44"	129.07'	S17°23'21"W
C21	175.68'	290.00'	34°42'35"	173.01'	S17°55'56"W
C22	47.52'	66.00'	41°15'21"	46.50'	S21°12'18"W
C23	98.75'	75.00'	75°26'23"	91.77'	S4°06'47"W
C24	73.76'	66.00'	64°01'51"	69.98'	S1°35'29"E
C25	118.70'	191.00'	35°36'28"	116.80'	S48°13'40"W

LOT 2 TABLES

LINE TABLE		
LINE #	LENGTH	DIRECTION
L26	1.61'	S89°24'59"W
L27	333.44'	N00°33'05"W
L28	42.27'	S35°17'13"W
L29	200.34'	S00°34'38"W
L30	563.57'	S66°01'55"W
L31	933.73'	N00°33'05"W
L32	20.00'	N89°26'55"E
L33	227.50'	S00°30'31"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C26	78.06'	290.00'	15°25'21"	77.83'	S27°34'32"W
C27	127.22'	210.00'	34°42'35"	125.28'	S17°55'56"W
C28	47.60'	66.00'	41°19'19"	46.57'	S20°05'02"E
C29	137.69'	75.00'	105°11'17"	119.15'	S11°58'26"W
C30	47.52'	66.00'	41°15'23"	46.50'	S43°56'23"W
C31	189.40'	242.22'	44°48'04"	184.61'	S43°34'36"W

WISCONSIN
DAVID L. KOSLO
S-2437
KEWASKUM
WI
LAND SURVEYOR
3-7-23

This Instrument Drafted By: David L. Koslo, PLS No. 2437 JOB. NO. 20210820.02 SHEET 5 OF 8

MAP #7272 VOLUME: 56 PAGE: 178

CERTIFIED SURVEY MAP NO._____

Unplatted lands located in the Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE

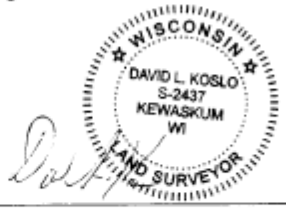
STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

I, David L. Koslo, a professional land surveyor, do hereby certify: That I have surveyed, divided, and mapped unplatted lands located in the Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Northeast 1/4; Thence South 89°21'14" West along the North line of said Northeast 1/4, 600.00 feet to the point of beginning; Thence South 00°39'02" East along the South right of way line of West Donges Bay Road, 24.80 feet; Thence South 80°39'57" East along said South right of way line, 203.08 feet; Thence North 89°21'14" East along said South right of way line, 300.01 feet; Thence South 42°52'55" East along said South right of way line, 74.30 feet to the West right of way line of Wausaukee Road; Thence South 00°37'42" East along said West right of way line, 183.54 feet; Thence South 10°16'35" East along said West right of way line, 101.43 feet; Thence South 00°37'42" East along said West right of way line parallel to the East line of said Northeast 1/4, 931.00 feet to the South line of the Northeast 1/4 of said Northeast 1/4; Thence South 89°27'42" West along said South line, 1283.34 feet to the West line of the Northeast 1/4 of said Northeast 1/4; Thence South 00°30'05" East along said West line, 967.75 feet to a Northerly line of Lot 2 of Certified Survey Map numbered 4324 as recorded in the office of the Register of Deeds for Washington County; Thence South 89°21'14" West along said Northerly line, 793.66 feet; Thence North 00°33'05" West, 1705.28 feet; Thence North 33°51'14" East, 715.44 feet to the North line of said Northeast 1/4; Thence North 89°21'14" East along said North line, 1103.97 feet to the point of beginning.

Containing 3,368,938 square feet (77.340 acres), more or less.

That I have made such survey, land division, and map by the direction of the Village of Germantown, owners of said land. That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. 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.



David L. Koslo S-2437
Professional Wisconsin Land Surveyor

Date: 3-7-23

This Instrument Drafted By: David L. Koslo, P.L.S. No. 2437 Job No. 20210820.02 Sheet 6 of 8

MAP #7272 VOLUME: 56 PAGE: 179

CERTIFIED SURVEY MAP NO._____

Unplatted lands located in the Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

OWNER'S CERTIFICATE:

The Village of Germantown, a Wisconsin Municipal organization, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map. As Owners, we hereby dedicate that part of Donges Bay Road and Town 9 Parkway to the Village of Germantown for public road purposes as represented on sheets 1 and 2 of 8 of this Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or 236.12 to be submitted to the following for approval or objection: Village of Germantown.

In witness whereof, The Village of Germantown has caused these presents to be signed by Dean Wolter, Village President, and its corporate seal to be hereunto affixed on this 8th day of March, 2023.

Village of Germantown

By _____
Dean Wolter, Village of Germantown, President

CORPORATE SEAL
VILLAGE OF GERMANTOWN WASHINGTON COUNTY WISCONSIN

STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

Personally came before me this 8 day of March, 2023, the above named Dean Wolter, Village President, to me known to be the person who executed the foregoing instrument, and to me known to be President of the Village of Germantown, and acknowledged that he executed the foregoing instrument as such President of the Village of Germantown by its authority.

My Commission expire 8/6/2024 _____

NOTARY PUBLIC
ANGELICA V. RETTLER
STATE OF WISCONSIN

WISCONSIN
DAVID L. KOSLO
S-2437
KEWASKUM
WI
LAND SURVEYOR

3-7-23

This Instrument Drafted By: David L. Koslo, P.L.S. No. 2437 Job No. 20210820.02 Sheet 7 of 8

MAP #7272 VOLUME: 56 PAGE: 180

CERTIFIED SURVEY MAP NO._____

Unplatted lands located in the Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

VILLAGE OF GERMANTOWN PLANNING COMISSION APPROVAL

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this 9th day of January, 2023.

Dean Wolter, Chairman — Date: 3-8-23

Laura A. Johnson, Secretary — Date: 3/7/23

VILLAGE OF GERMNATOWN BOARD APPROVAL

This Certified Survey Map, being a division of the Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, 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 Donges Bay Road and Town 9 Parkway for public road purposes as shown on Sheets 1 and 2 of 8 is hereby accepted by the Village Board of Trustees of the Village of Germantown on this 16th day of January, 2023.

Dean Wolter, Village President — Date: 3-8-23

~~Deanna Braungehweig~~, Village Clerk
Angelica V Rettler, — Date: 3-8-23

WISCONSIN
DAVID L. KOSLO
S-2437
KEWASKUM
WI
LAND SURVEYOR
3-7-23

This Instrument Drafted By: David L. Koslo, P.L.S. No. 2437 Job No. 20210820.02 Sheet 8 of 8

MAP #7272 VOLUME: 56 PAGE: 181

EXHIBIT "D"
Approved Plans and Specifications

[See Attached]

SITE CONSTRUCTION PLANS FOR TOWN 9 INDUSTRIAL BUILDING A VILLAGE OF GERMANTOWN WASHINGTON COUNTY, WISCONSIN



LOCATION MAP IS NOT TO SCALE

SHEET INDEX

SHEET NO.	DESCRIPTION	SHEET NO.	DESCRIPTION
C1.0	COVER SHEET	C6.7	CURB RAMP DETAILS
C2.0	GENERAL NOTES	C6.8	CURB RAMP DETAILS
C3.0	EXISTING CONDITIONS	C6.9	GRADING POND PROFILE
C4.0	OVERALL SITE PLAN	C7.0	OVERALL UTILITY PLAN
C4.1	SITE PLAN-1	C7.1	UTILITY PLAN-1
C4.2	SITE PLAN-2	C7.2	UTILITY PLAN-2
C4.3	SITE PLAN-3	C7.3	UTILITY PLAN-3
C5.0	EROSION CONTROL PLAN	C7.4	UTILITY PLAN-4
C6.0	OVERALL GRADING PLAN	C7.5	WATER AND SANITARY PROFILE-1
C6.1	GRADING PLAN-1	C7.6	WATER AND SANITARY PROFILE-2
C6.2	GRADING PLAN-2	C8.0 -C8.4	CONSTRUCTION DETAILS
C6.3	GRADING PLAN-3	L9.0	OVERALL LANDSCPAE PLAN
C6.4	GRADING PLAN-4	L9.1	LANDSCAPE PLAN-1
C6.5	GRADING PLAN-5	L9.2	LANDSCAPE PLAN-2
C6.6	GRADING PLAN-6		

WISCONSIN COLIN L. MEISEL 41612 Appleton, WI PROFESSIONAL ENGINEER

OWNER:
F-STREET
1134 N. 9TH STREET
MILWAUKEE, WI 53233

ENGINEER:
RUEKERT-MIELKE INC.
1400 LOMBARDI AVE, GREEN BAY, WI

R & M PROJECT #8341-10098.200
PROJECT MANAGER: COLIN MEISEL, PE
PHONE: (920) 876-6382

Keller
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Fax (262)250-9740

WAUSAU
5605 Lilac Ave
Wausau, WI 54401
Phone (715)849-3141
Fax (715)849-3181

www.kellerbuilds.com

PROPOSED FOR:
TOWN 9 INDUSTRIAL BUILDING A
N104W12667 DONGES BAY ROAD
GERMANTOWN, WISCONSIN

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REVISIONS
1 BUILDING FOOTPRINT AND GRADING REVISIONS 03/10/2023
2 UTILITY REVISIONS 04/11/2023
3 UTILITY AND GRADING
4 UTILITY REVISIONS 10/11/2023

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: _____
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C1.0

Ruekert • Mielke
Waukesha • Kenosha • Madison
Global Water Center • Fox Valley
www.ruekertmielke.com

RUEKERT/MIELKE TAKES NO RESPONSIBILITY FOR ANY UNDERGROUND STRUCTURES OR BURIED MATERIALS SUCH AS, BUT NOT LIMITED TO, FOUNDATIONS, WELLS, SEPTIC, HOLDING TANKS, UTILITIES, HAZARDOUS MATERIALS, OR ANY OTHER ITEMS OF WHICH NO EVIDENCE CAN BE FOUND ON THE SURFACE BY A REASONABLE INSPECTION.

PURSUANT TO WISCONSIN STATUTE 182.0175, AVAILABLE DATA ON UNDERGROUND STRUCTURES, CONDUIT AND PIPES HAS BEEN SHOWN ON THIS MAP. THE LOCATIONS SHOWN HAVE BEEN COMPILED FROM A COMBINATION OF EXISTING UTILITY MAPS AND MARKINGS PLACED IN THE FIELD FOR THE VARIOUS FACILITIES BY "DIGGERS HOTLINE" AND SHALL NOT BE TAKEN AS CONCLUSIVE. FIELD VERIFICATION SHALL BE REQUIRED BEFORE ANY EXCAVATION.

COVER SHEET

"FOR CONSTRUCTION"

GENERAL NOTES:

1. CONTRACTOR TO CONTACT DIGGERS HOTLINE FOR UTILITY LOCATES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY WITH UTILITIES COMPANY IF UTILITY COMPANY STAFF IS REQUIRED TO BE ON SITE WHEN CONSTRUCTION ACTIVITIES ARE NEAR UTILITY FACILITIES.
2. LOCATION OF ALL STRUCTURES, OBSTACLES, AND EXISTING FACILITIES SHOWN SHALL NOT BE TAKEN AS CONCLUSIVE. CONTRACTOR SHALL VERIFY LOCATIONS OF A CONDITION OF THEIR BID AND BE RESPONSIBLE FOR ALL DAMAGES RESULTING FROM THEIR ACTIVITIES.
3. CONTRACTOR SHALL TAKE CARE WHEN EXCAVATING AROUND EXISTING UTILITY LINES AND EQUIPMENT. VERIFY COVER REQUIREMENTS WITH UTILITY COMPANIES.
4. EXISTING UTILITIES SHOWN ARE APPROXIMATE AND HAVE BEEN OBTAINED FROM AVAILABLE RESOURCES FOR FIELD LOCATES. THERE MAY BE ADDITIONAL UTILITIES NOT SHOWN. CONTRACTOR IS REQUIRED TO VERIFY LOCATION OF EXISTING UTILITIES.
5. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY TO CARRY OUT THEIR WORK, UNLESS OTHERWISE NOTED.
6. CONTRACTOR SHALL PROVIDE STAKING AS NECESSARY TO LAYOUT AND PROVIDE GRADES FOR ANY SECTION OF THE WORK.
7. A COMPETENT REPRESENTATIVE AT THE SITE AT ALL TIMES WHO HAS AUTHORITY TO ACT FOR THE CONTRACTOR.
8. STAGING AND MATERIAL STORAGE AREAS SHALL BE COORDINATED WITH THE OWNER AND SHALL BE DONE IN A MANNER TO AVOID INTERFERENCE WITH THE OWNER'S ACTIVITIES.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXITING PROPERTY CORNERS AND SURVEY MONUMENTS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR BARRICADING AREAS OF CONSTRUCTION TO PROTECT AGAIN PERSONAL INJURY.
11. EXISTING FACILITIES TO REMAIN INCLUDING PAVEMENT, SIDEWALKS, BUILDINGS, LANDSCAPING AND TREES SHALL BE PROTECTED DURING CONSTRUCTION.
12. CONTRACTORS SHALL BE RESPONSIBLE FOR PROTECTING THEIR WORK FROM ALL DAMAGE INCLUDING THE PUBLIC, OTHER CONTRACTORS, AND THE ENVIRONMENT.
13. EXCESS MATERIALS SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE DIRECTED BY THE OWNER.

UTILITIES AND STORM SEWER

1. ALL EXISTING SURFACE INFRASTRUCTURE INCLUDING HYDRANTS, VALVES, HANDHOLES, CASTINGS, IRRIGATION SYSTEMS, UTILITY PEDESTALS ARE REQUIRED TO BE ADJUSTED OF PROPOSED GRADE BY CONTRACTOR.
2. UTILITY MATERIALS AND INSTALLATION SHALL CONFORM TO LOCAL STANDARDS AND SPECIFICATIONS FOR UTILITY COMPANIES HAVING JURISDICTION.
3. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES AND CONDUITS TO AVOID CONFLICTS AND TO PROVIDE MINIMUM REQUIRE DEPTHS OF COVER. ADDITIONAL BENDS AND ASSOCIATED MATERIALS ARE TO BE INSTALLED AS REQUIRED FOR WATER MAINS AND LATERALS.
4. STORM SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN AND THE STANDARDS OF THE WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES FOR PRIVATE STORM SEWER CURRENT EDITIONS INCLUDING ANY ADDENDUMS.
5. STORM SEWER STRUCTURES SHALL BE PRECAST CONCRETE AND THE SIZE AS NOTED ON THE PLANS.
6. TRENCHES SHALL BE BACKFILLED WITH CRUSHED STONE BEDDING WITHIN 1:1 OF PAVEMENT AREAS AND WITH SPOIL IN LANDSCAPING AREAS.
7. STORM SEWER 8-INCHES OR SMALLER CONNECTED TO THE AS STORM SEWER SHALL BE PLACED HORIZONTALLY AT THE SPRING LINE OF THE PIPE WITH A WATER TIGHT CONNECTION.
8. CONNECTIONS TO EXISTING MANHOLES SHALL BE CORED AND A WATER TIGHT SEAL PROVIDED.
9. TRACER WIRE OR OTHER MEANS OF LOCATING UNDERGROUND PIPES SHALL BE INSTALLED ON ALL PIPING.
10. ALL DIMENSIONS ARE TO THE CENTERLINE OF UTILITIES AND STRUCTURES.

EROSION CONTROL

1. CONSTRUCTION ACTIVITIES SHALL NOT COMMENCE UNTIL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
2. EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO WDNR BEST MANAGEMENT PRACTICES.
3. EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE PRUNED TO REMOVE LOW HANGING, BROKEN, AND UNDESIRABLE GROWTH TO ENSURE HEALTHY AND SYMMETRICAL NEW GROWTH.
4. ALL AREAS DISTURBED BY CONTRACTOR OPERATIONS SHALL BE PREPARED FOR GRASS SEED BY LOOSENING RUTS AND WORKING THE SOIL AREAS TO A MINIMUM OF 6-INCHES PRIOR TO THE FINE GRADING AND SEEDING. AREAS SHALL HAVE A MINIMUM OF 4-INCHES OF TOPSOIL PLACE, SEEDED, AND MULCHED UNLESS OTHERWISE INDICATED.
5. INSPECT ALL BMPS WITHIN TWENTY-FOUR (24) HOURS AFTER EACH RAIN OF 0.5 INCHES OR MORE AND AT LEAST ONCE A WEEK. MAKE NEEDED REPAIRS, INSTALL ADDITIONAL BMPS AS NECESSARY, AND DOCUMENT THE FINDINGS OF THE INSPECTION ON AN EROSION CONTROL LOG KEPT ON SITE WITH THE DATE OF INSPECTION, THE NAME OF THE PERSON CONDUCTING THE INSPECTION, A DESCRIPTION OF THE REPAIR NEEDED, AND DOCUMENTATION OF THE COMPLETED REPAIRS.
6. CONTRACTOR SHALL REPAIR DEFICIENT EROSION AND SEDIMENT CONTROL MEASURES WITHIN 24-HOURS AFTER INSPECTION. ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES NOT SHOWN ON THIS PLAN MAY BE NECESSARY AS A RESULT OF CONSTRUCTION PRACTICES OR AS DIRECTED BY CITY AND/OR ENGINEER.
7. CONTRACTOR SHALL NOTIFY AND OBTAIN WRITTEN ACCEPTANCE FROM ENGINEER OF PROPOSED CHANGES TO THE EROSION CONTROL PLAN AND/OR SEQUENCE PRIOR TO IMPLEMENTING THE CHANGE.
8. ENGINEER IS UNDER NO OBLIGATION TO ALTER THE CONSTRUCTION SEQUENCE AND/OR EROSION CONTROL PLAN.
9. EXCESS MATERIAL THAT IS HAULED OFF SITE SHALL BE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR SHALL OBTAIN PROPER PERMIT APPROVALS FOR EACH FILL SITE. EROSION AND SEDIMENT CONTROL MEASURES, RESTORATION, AND STABILIZATION AT FILL SITE IS CONTRACTOR'S RESPONSIBILITY. CONTRACTOR TO NOTIFY OWNER OF ALL FILL AND BORROW SITES.
10. CONTRACTOR SHALL SWEEP STREETS ADJACENT TO PROJECT AT THE END OF EACH DAY.
11. ALL INSTALLATION, MAINTENANCE, AND REMOVAL OF EROSION AND SEDIMENT CONTROL MEASURES SHALL COMPLY WITH THE WISCONSIN DNR TECHNICAL STANDARDS.
12. IF DEWATERING IS NECESSARY, CONTRACTOR SHALL PROVIDE PROPER DEWATERING SEDIMENT CONTROL DEVICE. DISCHARGE OF SEDIMENT LADEN WATER TO THE STORM OR SURFACE WATER IS PROHIBITED.
13. STABILIZE NEWLY GRADED AREAS WITHIN 3 DAYS OF BEING INACTIVE.
14. REMOVE EROSION AND SEDIMENT CONTROL DEVICES AFTER 80% OF VEGETATION HAD BEEN ESTABLISHED IN RESTORED AREAS.
15. DURING PERIODS OF EXTENDED DRY WEATHER, THE CONTRACTOR SHALL KEEP A WATER TRUCK ON SITE FOR THE PURPOSE IF WATERING DOWN SOILS WHICH MAY OTHERWISE BECOME AIRBORNE. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION.

GRADING AND PAVING

1. ALL SITE CONSTRUCTION INCLUDING GRADING, EXCAVATION, AND PAVEMENT CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST ADDITION OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR HIGHWAY AND STRUCTURE CONSTRUCTION HEREIN REFERRED TO AS THE STANDARD SPECIFICATIONS EXCEPT AS MODIFIED. QUALITY CONTROL AND QUALITY ASSURANCE TESTING WILL NOT BE REQUIRED. TESTING WILL BE COMPLETED AT THE OWNER'S DIRECTION.
2. CONTRACTOR SHALL STRIP AND REMOVE TOPSOIL AND ORGANIC MATERIALS FOUND WITH THE SITE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. LANDSCAPING AREAS SHALL BE GRADED LOW TO ALLOW FOR TOPSOIL PLACEMENT.
3. MATERIAL TESTS CONDUCTED BY AN INDEPENDENT TESTING LAB MAY BE ORDERED AND PAID FOR BY THE OWNER. IF TESTING IS ORDERED, CONTRACTOR SHALL FURNISH SAMPLES FOR SAID TESTING. IF RETESTING AND CORRECTION OF FAILING MATERIAL SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE.
4. SUBGRADE SHALL BE COMPACTED PRIOR TO PLACEMENT OF BASE AGGREGATE AS REQUIRED IN THE STANDARD SPECIFICATIONS. SUBGRADE SHALL BE PROOF ROLLED PRIOR TO PLACEMENT OF BASECOURSE. AREAS IDENTIFIED AS SOFT AND YIELDING SHALL BE IDENTIFIED FOR REMOVAL PRIOR TO PLACEMENT OF BASE AGGREGATE.
5. BACKFILL AND FILL MATERIALS SHALL BE PLACED IN LAYERS NOT MORE THAN 8-INCHES LOOSE IF COMPACTED WITH HEAVY EQUIPMENT AND NOT MORE THAN 4-INCHES LOOSE IF COMPACTED BY HAND EQUIPMENT.
6. BASE COURSE SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MODIFIED PROCTOR (AASHTO T-180).
7. ACCESSIBLE ROUTES AND HANDICAP PARKING SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
8. DESIGN AND CONSTRUCTION OF ALL CAST-IN-PLACE EXTERIOR CONCRETE SHALL CONFORM TO ACTI 330R-08
9. ALL CONCRETE FLATWORK SHALL HAVE A LIGHT BROOMED FINISH
10. EXTERIOR CONCRETE SHALL BE SEPARATED FROM BUILDINGS WITH A CONTINUOUS 0.5-INCH FIBER EXPANSION JOINT.
11. ALL ASPHALT AND SURFACE COURSE SHALL BE DESIGNED TO 96.0% OF MAXIMUM SPECIFIC GRAVITY AT NDES AND DURING FIELD PRODUCTION PERCENT OF MAXIMUM SPECIFICATION GRAVITY WILL BE INCREASED TO 97.0% PER THE STANDARD SPECIFICATIONS.
12. TWO PAINT COATS SHALL BE APPLIED ON NEW PAVEMENT. THE FIRST COAT SHALL BE AFTER PAVING OPERATIONS HAVE BEEN COMPLETED. THE SECOND COAT SHALL BE APPLIED 30 CALENDAR DAYS AFTER PAVING HAS BEEN COMPLETED.
13. ELEVATIONS ARE TO FLANGE.

LEGEND - CIVIL ENGINEERING DRAWINGS

CONTROL
- BENCHMARK
- CHISELED MARK
- CONTROL POINT
- IRON PIPE (GENERIC)
- IRON PIPE (1" DIA)
- IRON PIPE (2" DIA)
- IRON PIPE SET
- IRON ROD (GENERIC)
- IRON ROD (3/4" DIA)
- IRON ROD (1 1/4" DIA)
- MONUMENT
- NAIL
- PAINT MARK
- PK NAIL
- RAILROAD SPIKE
- REFERENCE TIE
- SECTION CORNER
- SECTION CORNER MONUMENT
- TEMPORARY CONTROL POINT
- USGS MONUMENT

GROUND
- WATER ELEVATION
- WETLANDS (SURVEYED LOCATION)
- CROPFIELD
- DITCH
- GUARD RAIL
- TOE OF SLOPE
- TOP OF BANK
- WETLAND BOUNDARY

EROSION CONTROL
- PROPOSED DITCH CHECK
- PROPOSED EROSION LOGS/EROSION WADDLES
- PROPOSED INLET PROTECTION TYPE A
- PROPOSED INLET PROTECTION TYPE B
- PROPOSED INLET PROTECTION TYPE C
- PROPOSED INLET PROTECTION TYPE D
- PROPOSED BARRIER FENCE
- PROPOSED SILT FENCE
- PROPOSED EROSION MAT
- PROPOSED RIP RAP
- PROPOSED TRACKING PAD

SANITARY SEWER
- SANITARY MANHOLE
- SEPTIC SYSTEM
- SEPTIC TANK COVER
- SEPTIC VENT
- SANITARY SEWER
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY RISER
- PROPOSED SANITARY LATERAL
- PROPOSED SANITARY SEWER

STORM SEWER
- STORM CATCH BASIN
- STORM FIELD INLET
- STORM INLET
- STORM MANHOLE
- STORM YARD DRAIN
- STORM SEWER
- CULVERT (SIZE & TYPE NOTED)
- PROPOSED STORM INL/CB
- PROPOSED STORM MANHOLE
- PROPOSED STORM LATERAL
- PROPOSED STORM SEWER

GENERAL
- AIR CONDITIONER
- CLEAN OUT
- DELINEATOR POST
- FLAG POLE
- GENERIC HAND HOLE
- GENERIC MANHOLE
- GENERIC METER
- GENERIC PEDESTAL
- GENERIC VALVE
- GENERIC VENT
- GUY POLE
- GUY WIRE
- LIGHT POLE
- MAIL BOX
- MARKER POST
- MONITORING WELL
- PILING
- POST
- REVISION LABEL
- SOIL BORING
- UTILITY POLE
- YARD LIGHT

UTILITIES
- CABLE BOX
- CABLE MANHOLE
- UNDERGROUND TV CABLE
- ELECTRIC BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PAD
- ELECTRIC TRANFORMER
- POWER POLE
- UNDERGROUND ELECTRIC
- GAS CURB STOP
- GAS MANHOLE
- GAS METER
- GAS TEST STATION
- GAS VALVE
- GAS VALVE TEST
- GAS VENT
- UNDERGROUND GAS MAIN
- TELEPHONE BOX
- TELEPHONE MANHOLE
- UNDERGROUND TELEPHONE
- UNDERGROUND FIBER OPTIC

LANDSCAPE
- CONIFEROUS MULTIPLE TRUNK TREE
- CONIFEROUS TREE
- DECIDUOUS TREE
- DECIDUOUS MULTIPLE TRUNK TREE
- DECORATIVE ROCK
- STUMP
- EDGE OF PLANTER/LANDSCAPE BED
- EDGE OF TREES & BRUSH
- FENCE

RAILROAD
- RAILROAD SIGNAL BOX
- RAILROAD SIGNAL FLASHER
- RAILROAD SPIKE
- RAILROAD TRACKS

TRAFFIC SIGNAL
- CONTROL BOX/LIGHTING CABINET
- PULL BOX
- TRAFFIC SIGNAL
- UNDERGROUND LOOP DETECTOR

WATER MAIN
- EXISTING HYDRANT
- EXISTING LOCATOR BOX
- EXISTING SPRINKLER HEAD
- EXISTING WATER CURB STOP
- EXISTING WATER MAIN BEND
- EXISTING WATER MAIN CROSS
- EXISTING WATER MAIN OFFSET
- EXISTING WATER MAIN PLUG
- EXISTING WATER MAIN PLUG W/ AIR RELEASE
- EXISTING WATER MAIN REDUCER
- EXISTING WATER VALVE
- EXISTING WATER VALVE MANHOLE
- EXISTING WELL
- EXISTING YARD HYDRANT
- EXISTING WATER MAIN
- EXISTING WATER SERVICE
- PROPOSED CURB STOP
- PROPOSED HYDRANT
- PROPOSED LOCATOR BOX
- PROPOSED WATER MAIN BEND (ANGLE NOTED)
- PROPOSED WATER MAIN CROSS
- PROPOSED WATER MAIN OFFSET
- PROPOSED WATER MAIN PLUG
- PROPOSED WATER MAIN PLUG W/AIR RELEASE
- PROPOSED WATER MAIN REDUCER
- PROPOSED WATER MAIN TEE
- PROPOSED WATER VALVE
- PROPOSED WATER VALVE MANHOLE
- PROPOSED YARD HYDRANT
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE

PAVEMENT
- EXISTING SIGN
- EDGE OF ASPHALT PAVEMENT
- EDGE OF GRAVEL PAVEMENT
- EDGE OF CONCRETE PAVEMENT
- PROPOSED DETECTABLE WARNING FIELD
- PROPOSED SIGN
- PROPOSED EDGE OF ASPHALT PAVEMENT
- PROPOSED EDGE OF CONCRETE PAVEMENT
- PROPOSED EDGE OF GRAVEL PAVEMENT
- PROPOSED SLOPE INTERCEPT

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Waukesha • Kenosha • Madison
Global Water Center • Fox Valley
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www.kellerbuilds.com

PROPOSED FOR:
TOWN 9 INDUSTRIAL BUILDING A
N104W12667 DONGES BAY ROAD
GERMANTOWN, WISCONSIN

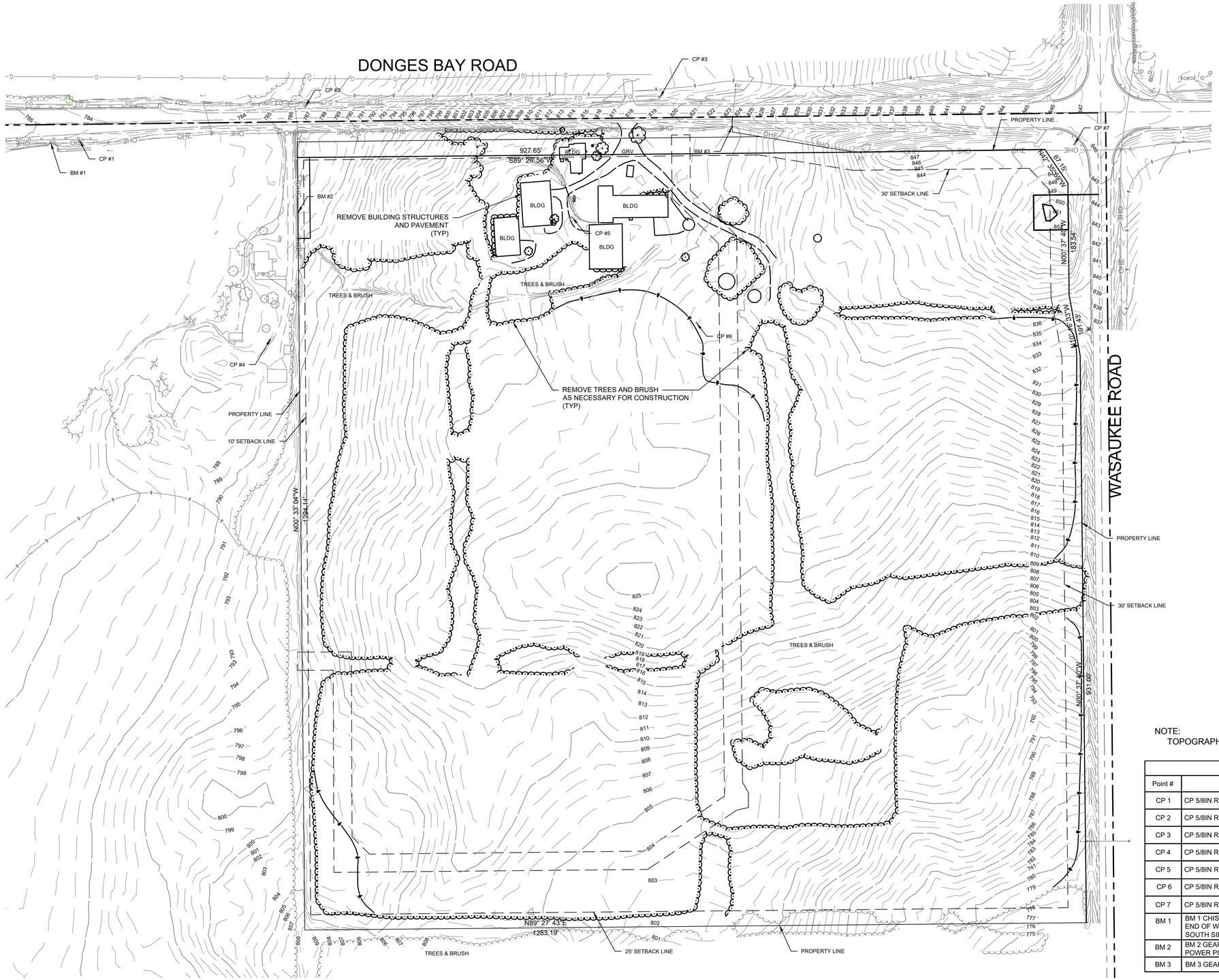
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PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: ------
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C2.0

GENERAL NOTES

"FOR CONSTRUCTION"



SCALE IN FEET

NOTE:
TOPOGRAPHIC AND BOUNDARY SURVEY COMPLETED BY GRAEF.

Point Table

Point #	Raw Description	Elevation	Northing	Easting
CP 1	CP 5/8IN REBAR WITH PINK GRAEF CAP	783.518	105149.6980	392419.3910
CP 2	CP 5/8IN REBAR WITH PINK GRAEF CAP	786.264	105205.9260	392790.5330
CP 3	CP 5/8IN REBAR WITH PINK GRAEF CAP	817.813	105221.2080	393372.1820
CP 4	CP 5/8IN REBAR WITH PINK GRAEF CAP	786.877	104823.4780	392733.0490
CP 5	CP 5/8IN REBAR WITH PINK GRAEF CAP	815.928	105024.2040	393228.8730
CP 6	CP 5/8IN REBAR WITH PINK GRAEF CAP	824.053	104851.1390	393433.5360
CP 7	CP 5/8IN REBAR WITH PINK GRAEF CAP	846.234	105144.1340	394053.4930
BM 1	BM 1 CHISELED SQUARE ON TOP NORTH END OF WEST WING WALL OF BOX CULVERT SOUTH SIDE OF DONGES BAY RD.	784.123	105146.5000	392372.8280
BM 2	BM 2 GEAR SPIKE IN NORTHWEST FACE OF POWER POLE	786.709	105032.2670	392779.0700
BM 3	BM 3 GEAR SPIKE IN SOUTH FACE	820.115	105171.6200	393491.4970

EXISTING CONDITIONS

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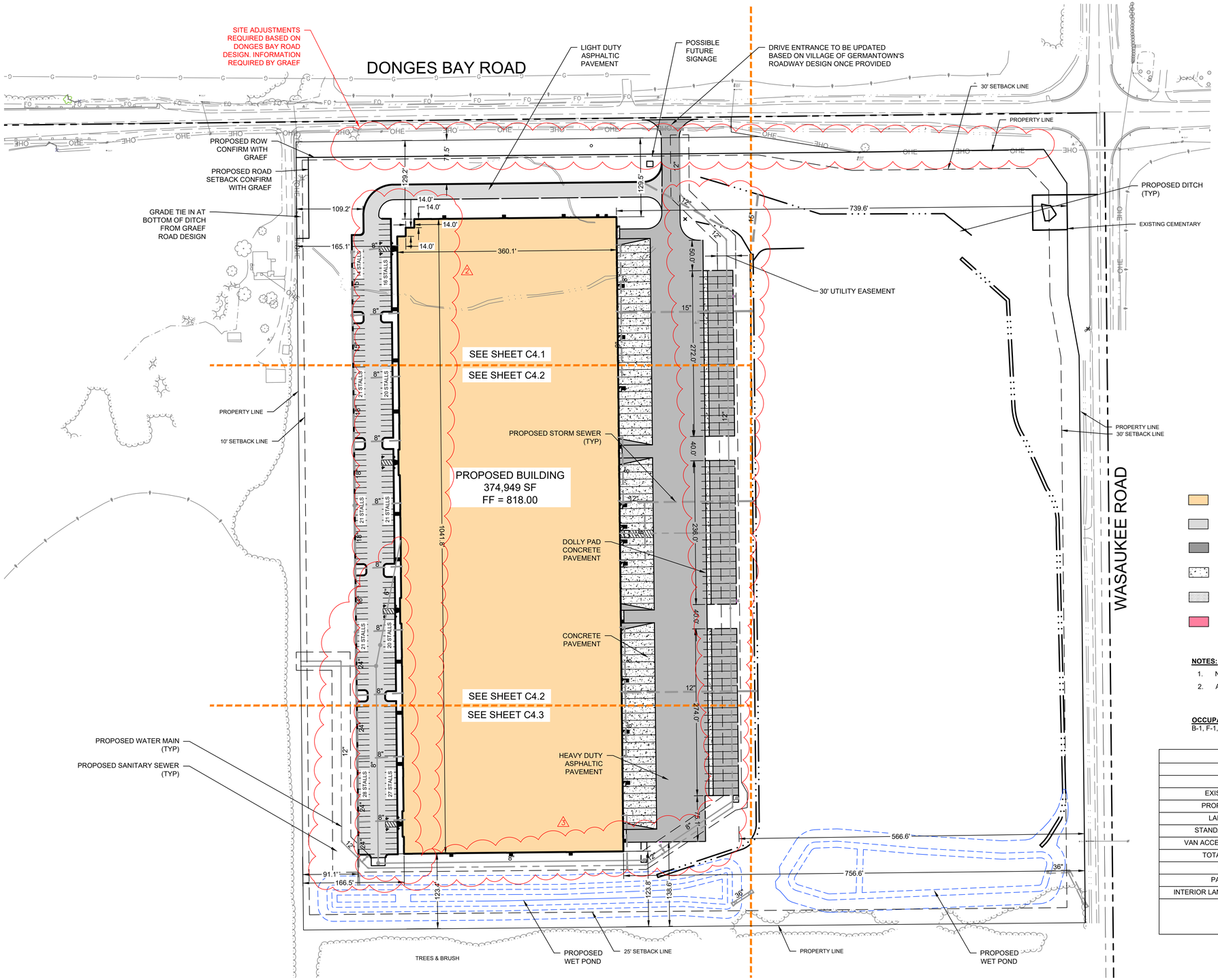
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REVISIONS
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2 UTILITY REVISIONS 04/11/2023
3 UTILITY AND GRADING
4 UTILITY REVISIONS 10/11/2023

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: ------
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C3.0



LEGEND

- PROPOSED BUILDING
- PARKING LOT PAVEMENT
- ROADWAY PAVEMENT
- PROPOSED LOADING DOCK PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED REJECT CURB & GUTTER

NOTES:

1. NO HAZARDOUS MATERIAL WILL BE STORED ON SITE.
2. A MONUMENT SIGN IS NOT BEING PROPOSED.

OCCUPANCY CLASSIFICATION:
B-1, F-1, & S-1

PROJECT INFORMATION	
ZONING	M1
LOT AREA	37.72 ACRES
EXISTING IMPERVIOUS	0.30 ACRES
PROPOSED IMPERVIOUS	14.74 ACRES
LAND DISTURBANCE	37.78 ACRES
STANDARD PARKING STALLS	201
VAN ACCESSIBLE PARKING STALLS	8
TOTAL PARKING STALLS	209
GREEN SPACE	22.98 ACRES
PARKING LOT AREA	6.13 ACRES
INTERIOR LANDSCAPE ISLAND AREA (5%)	

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OVERALL SITE PLAN

"FOR CONSTRUCTION"

LEGEND

- PROPOSED BUILDING
- PARKING LOT PAVEMENT
- ROADWAY PAVEMENT
- PROPOSED LOADING DOCK PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED REJECT CURB & GUTTER

0 10 20 30 60
SCALE IN FEET

DONGES BAY ROAD

PROPERTY LINE
30' SETBACK LINE
PROPOSED ROW CONFIRM WITH GRAEF
PROPOSED ROAD SETBACK CONFIRM WITH GRAEF
GRADE TIE IN AT BOTTOM OF DITCH FROM GRAEF ROAD DESIGN
PROPERTY LINE
10' SETBACK LINE
HANDICAP SIGN W/ VAN ACCESSIBLE SIGN (SEE DETAIL)
HANDICAP SIGN (SEE DETAIL)
18" CURB AND GUTTER (TYP)
PROPOSED STORM SEWER (TYP)
CONCRETE SIDEWALK (TYP)
REJECT 18" CURB AND GUTTER (TYP)
ROOF DRAIN (TYP)
SNOW STORAGE
5' X 5' CONCRETE STOOP (TYP)
PROPOSED WATER MAIN (TYP)
PROPOSED DITCH (TYP)
BOLLARD (TYP)
12.0' (TYP)
30.0' UTILITY EASEMENT
PROP'D 15" STO SWR
DOLLY PAD
PROPOSED BUILDING
374,949 SF
FF = 818.00
SEE SHEET C4.2

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SITE PLAN-1

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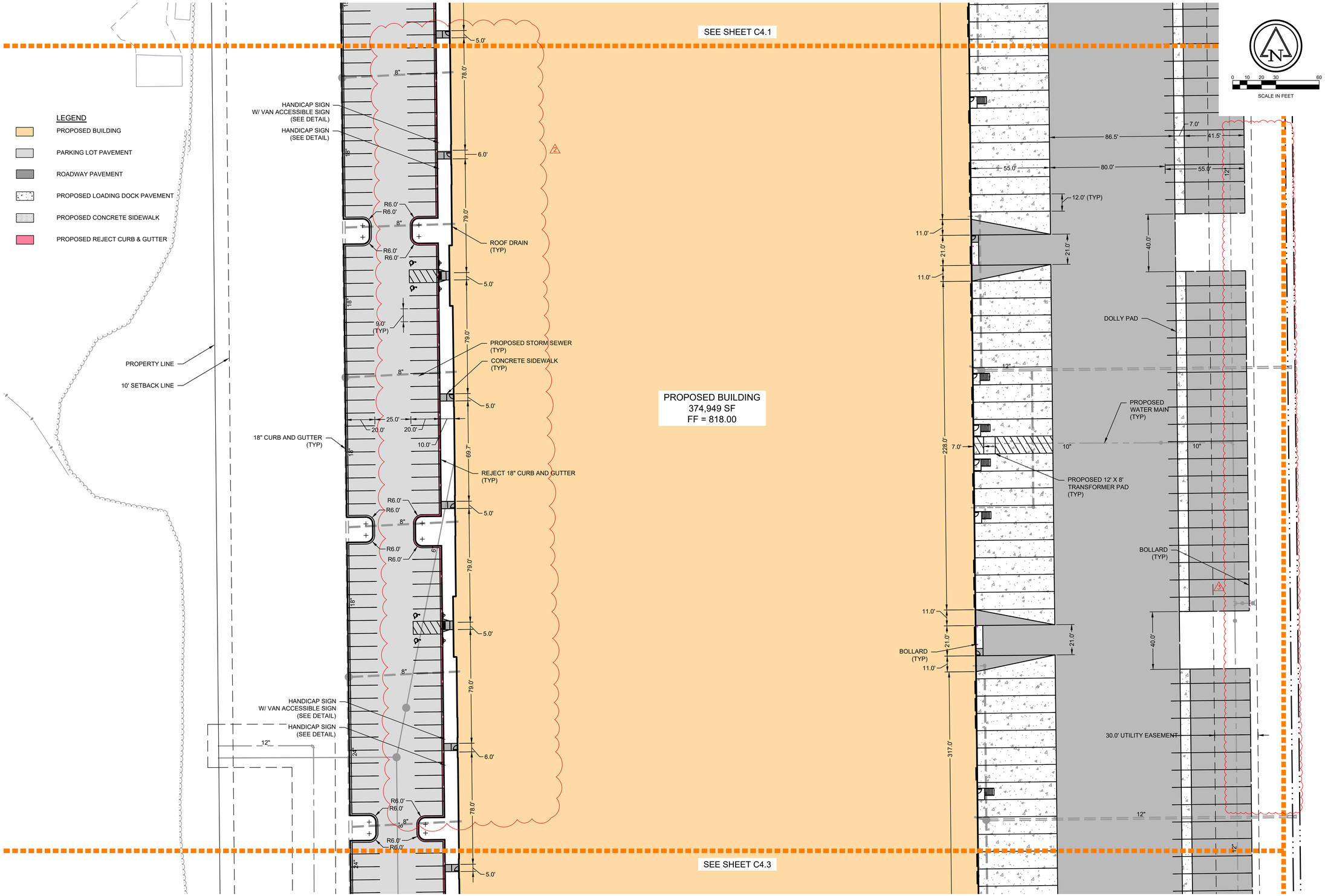
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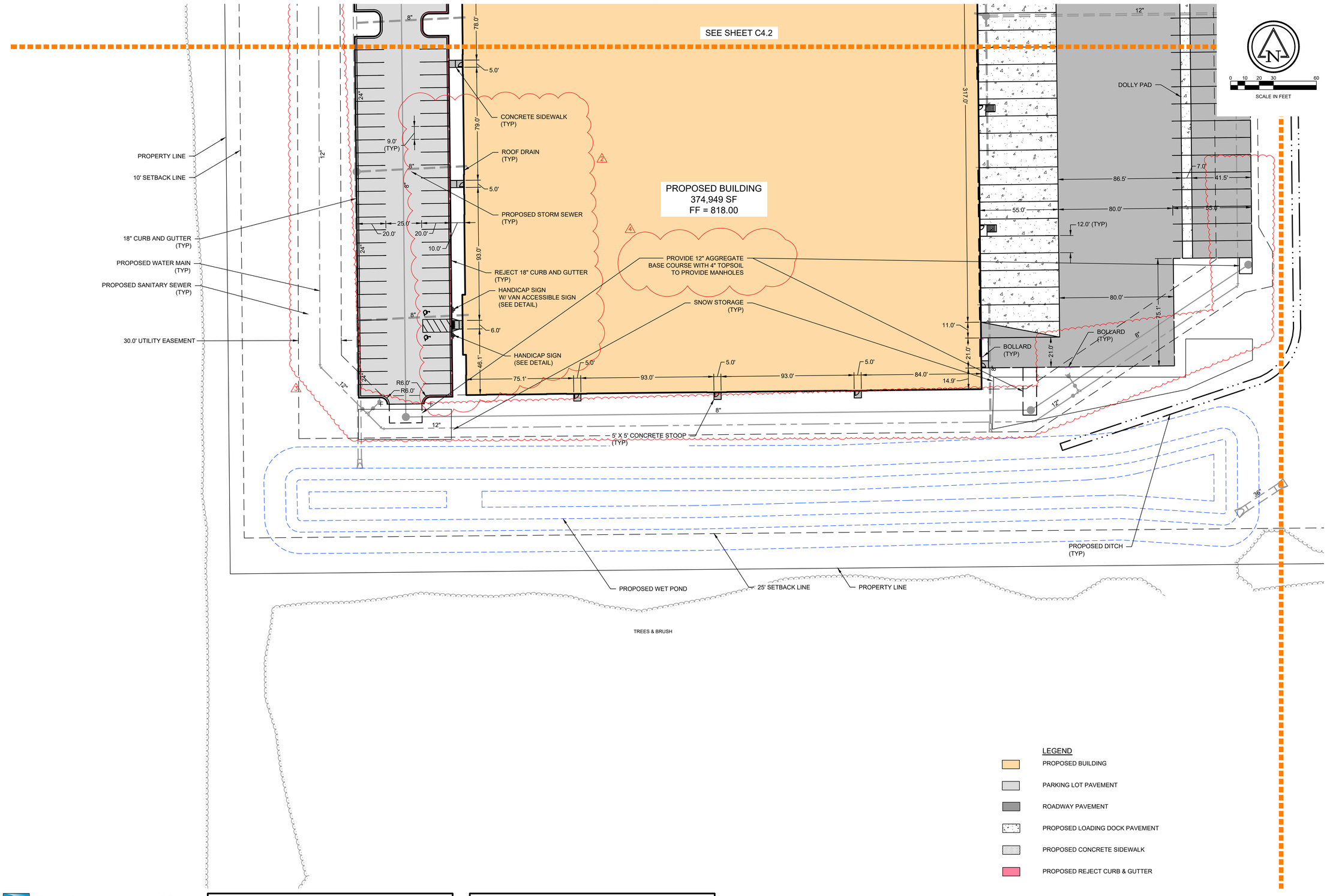
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SITE PLAN-2

"FOR CONSTRUCTION"



LEGEND

- PROPOSED BUILDING
- PARKING LOT PAVEMENT
- ROADWAY PAVEMENT
- PROPOSED LOADING DOCK PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED REJECT CURB & GUTTER

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SHEET: C4.3

SITE PLAN-3

"FOR CONSTRUCTION"

EROSION CONTROL

PROPOSED DITCH CHECK

PROPOSED INLET PROTECTION TYPE B

PROPOSED SILT FENCE

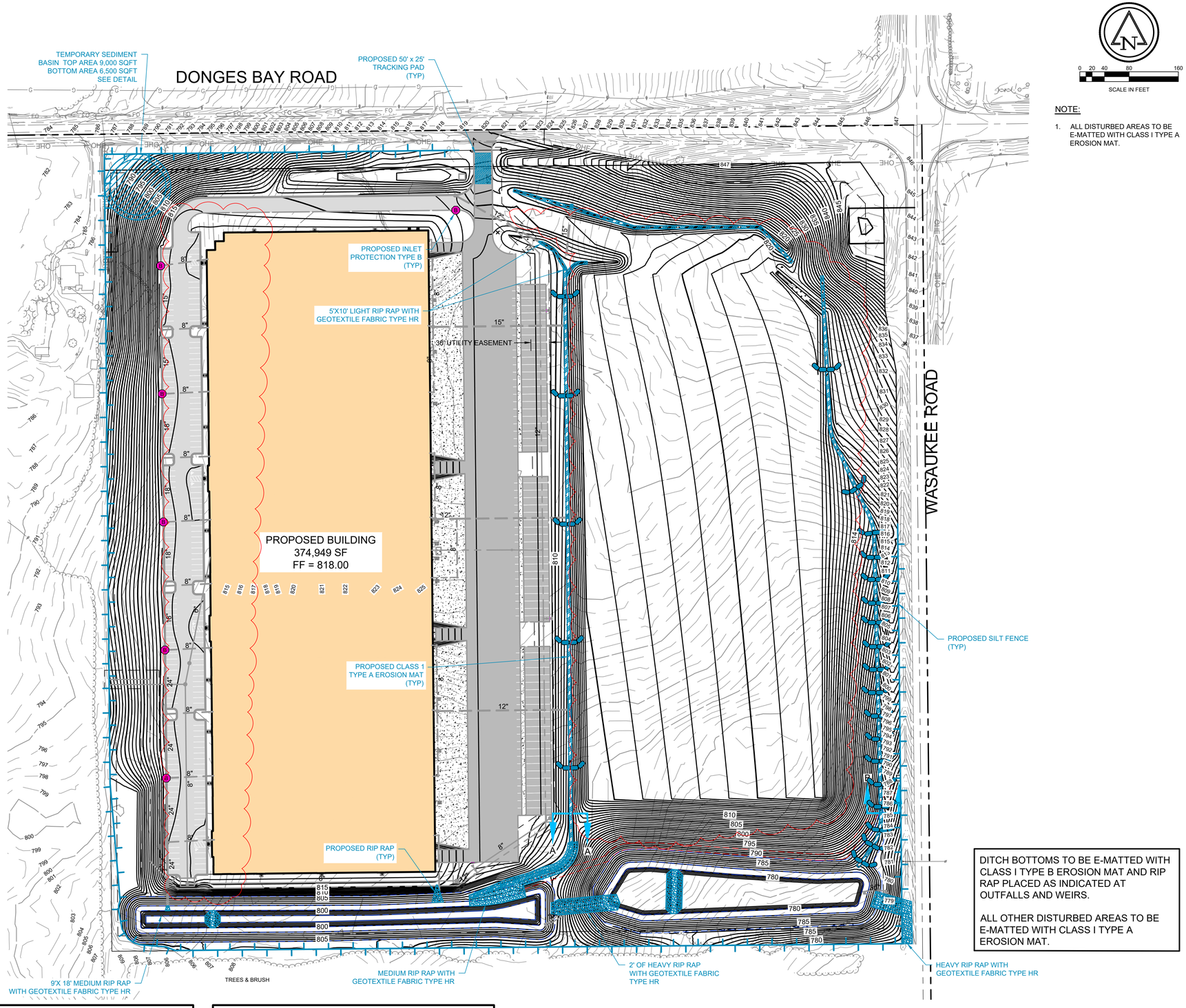
PROPOSED TRACKING PAD

NOTES:

1. TOTAL SITE AREA:38.15 ACRES.
2. ESTIMATED AREA OF DISTURBANCE: 37.6 ACRES.
3. NEARLY 100% OF PROJECT AREA IDENTIFIED AS OZAUKEE LOAM PER NATIONAL RESOURCES CONSERVATION SERVICE WEB SOIL SURVEY.
4. MAINTAIN EXISTING VEGETATION IN STREET RIGHT OF WAY.
5. SNOW STORAGE IS NOT TO BLOCK SWALES.
6. THE SWALES SHALL BE STABILIZED WITHIN 14 DAYS OF BEING GRADED.
7. INSPECT ALL BMPS WITHIN TWENTY-FOUR (24) HOURS AFTER EACH RAIN OF 0.5 INCHES OR MORE AND AT LEAST ONCE A WEEK. MAKE NEEDED REPAIRS, INSTALL ADDITIONAL BMPS AS NECESSARY, AND DOCUMENT THE FINDINGS OF THE INSPECTION ON AN EROSION CONTROL LOG KEPT ON SITE WITH THE DATE OF INSPECTION, THE NAME OF THE PERSON CONDUCTING THE INSPECTION, A DESCRIPTION OF THE REPAIR NEEDED, AND DOCUMENTATION OF THE COMPLETED REPAIRS.

CONSTRUCTION SEQUENCE

1. INSTALL AND MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO ANY LAND DISTURBING ACTIVITIES, AS SHOWN ON DRAWINGS AND DIRECTED BY ENGINEER.
2. CLEAR AND GRUB VEGETATION AS SHOWN ON DRAWINGS OR AS DIRECTED BY ENGINEER.
3. COMPLETE SWALE AND STORM WATER BASIN GRADING.
4. STRIP TOPSOIL AND STOCKPILE IN LOCATION AS SHOWN ON DRAWINGS AND AS DIRECTED BY OWNER. INSTALL PERIMETER SILT FENCE AROUND DOWN SLOPE SIDE OF STOCKPILE. STABILIZE STOCKPILE IMMEDIATELY UPON LAYUP.
5. INSTALL, ADJUST AND MAINTAIN ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES NECESSARY FOR EACH ACTIVE STAGE. MAINTAIN MEASURES AT THE END OF EACH DAY.
6. STAGE CONSTRUCTION BY WORK LOCATION. SUBSEQUENT STEPS MAY BE COMPLETED IN ALTERNATE SEQUENCE DEPENDING UPON CONTRACTOR OPERATIONS.
7. COMPLETE ROUGH GRADING.
8. INSTALL UNDERGROUND SANITARY SEWER, WATER DISTRIBUTION, AND STORM SEWER UTILITIES.
9. INSTALL STRUCTURE.
10. PREPARE PAVEMENT SUBGRADE.
11. INSTALL NEW CURB AND GUTTER, PAVEMENT AND BASE LAYERS.
12. INSTALL PAVEMENT MARKINGS.
13. INSTALL LAWN LANDSCAPING.
14. AREAS PLANNED TO BE INACTIVE FOR 7 DAYS OR LONGER SHALL BE TEMPORARILY STABILIZED FOLLOWING DNR TECHNICAL STANDARD 1059 SEEDING. THESE AREAS SHALL BE STABILIZED WITHIN 7 DAYS OF BEING INACTIVE.
15. AREAS BROUGHT TO FINAL GRADE SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS.
16. COMPLETE FINAL RESTORATIONS INCLUDING BUT NOT LIMITED TO: TOPSOIL, TURF GRASS SEED, AND CLASS I TYPE A URBAN EROSION MATTING FOR ALL LAWN RESTORATION AND TOPSOIL, TURF GRASS SEED, AND CLASS I TYPE B EROSION MATTING FOR THE DRAINAGE SWALES. IF NOT STABILIZED BY OCTOBER 15TH, STABILIZE WITH POLYMER AND DORMANT SEED MIX.
17. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER 80% GROWTH DENSITY HAS OCCURRED IN 100% OF RESTORATION AREAS. CONTRACTOR SHALL OBTAIN OWNER AND ENGINEER APPROVAL PRIOR TO REMOVING THE MEASURE(S). RESTORE DISTURBED AREAS AROUND REMOVED DEVICES AND CLEAN SITE.



0 20 40 80 160

SCALE IN FEET

NOTE:

1. ALL DISTURBED AREAS TO BE E-MATTED WITH CLASS I TYPE A EROSION MAT.

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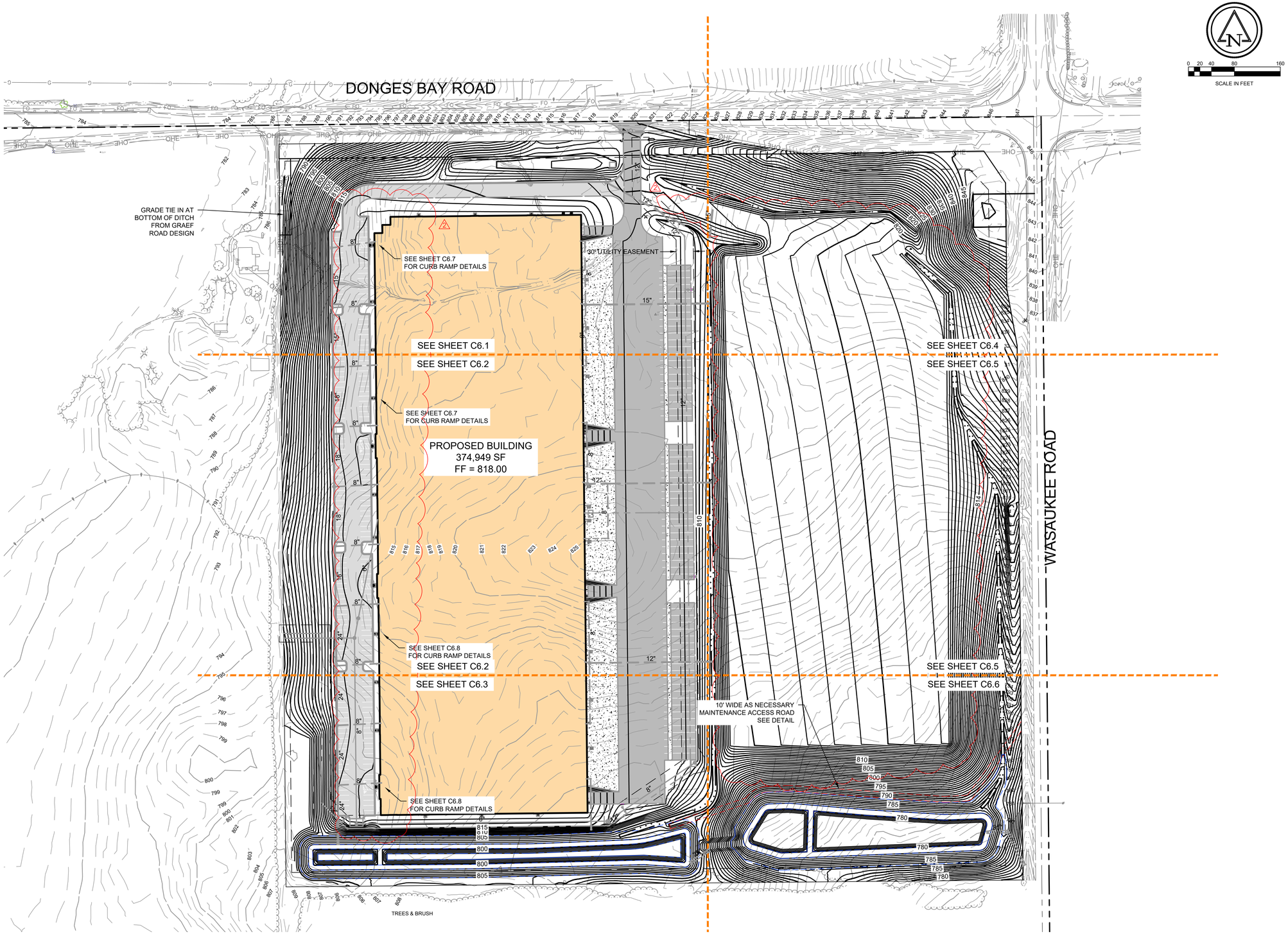
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EROSION CONTROL PLAN

"FOR CONSTRUCTION"



0 20 40 80 160
SCALE IN FEET

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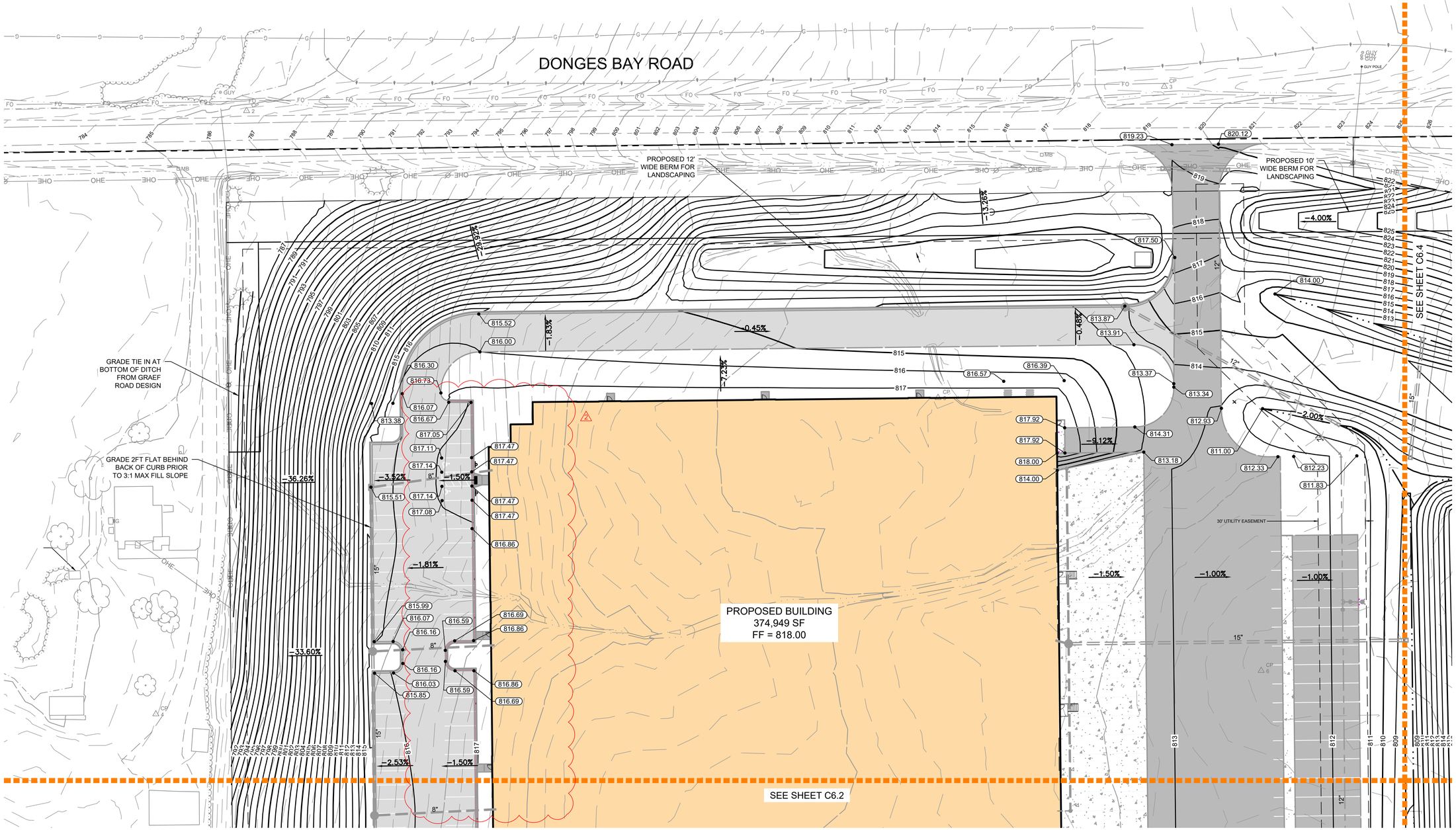
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OVERALL GRADING PLAN

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PROPOSED FOR:

TOWN 9 INDUSTRIAL BUILDING A

N104W12667 DONGES BAY ROAD
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- 2 BUILDING FOOTPRINT AND GRADING REVISIONS 03/10/2023
- 3 UTILITY REVISIONS 04/11/2023
- 4 UTILITY AND GRADING
- 5 UTILITY REVISIONS 10/11/2023

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: _____
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C6.1

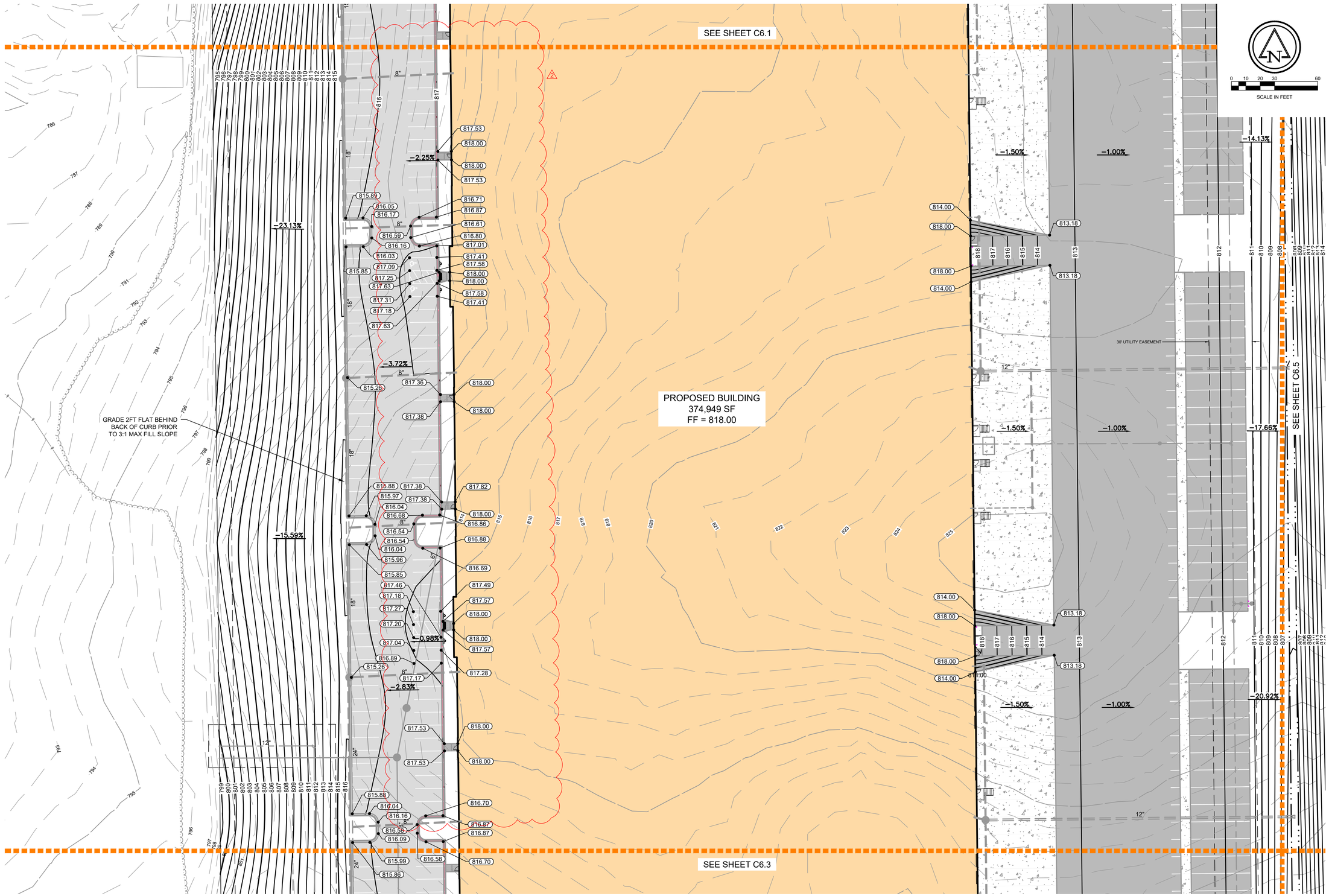
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GRADING PLAN-1

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3. UTILITY AND GRADING
4. UTILITY REVISIONS 10/11/2023

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: _____
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C6.2

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GRADING PLAN-2

"FOR CONSTRUCTION"

SEE SHEET C6.2

PROPOSED BUILDING
374,949 SF
FF = 818.00

GRADE 2FT FLAT BEHIND
BACK OF CURB PRIOR
TO 3:1 MAX FILL SLOPE

10' WIDE AS necessary
MAINTENANCE ACCESS ROAD
SEE DETAIL

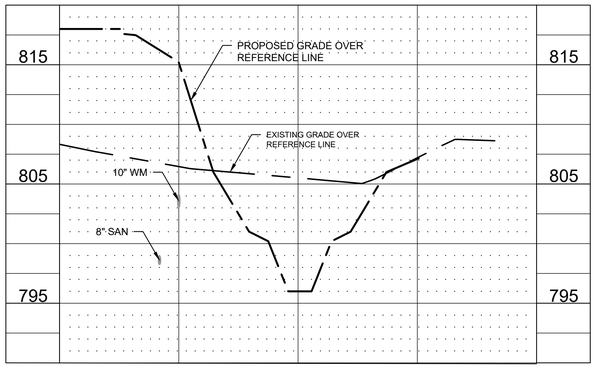
30' UTILITY EASEMENT

EMERGENCY OVERFLOW WEIR

SEE SHEET C6.6

SCALE IN FEET

TREES & BRUSH



UTILITY AND POND PROFILE

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PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: ------
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C6.3

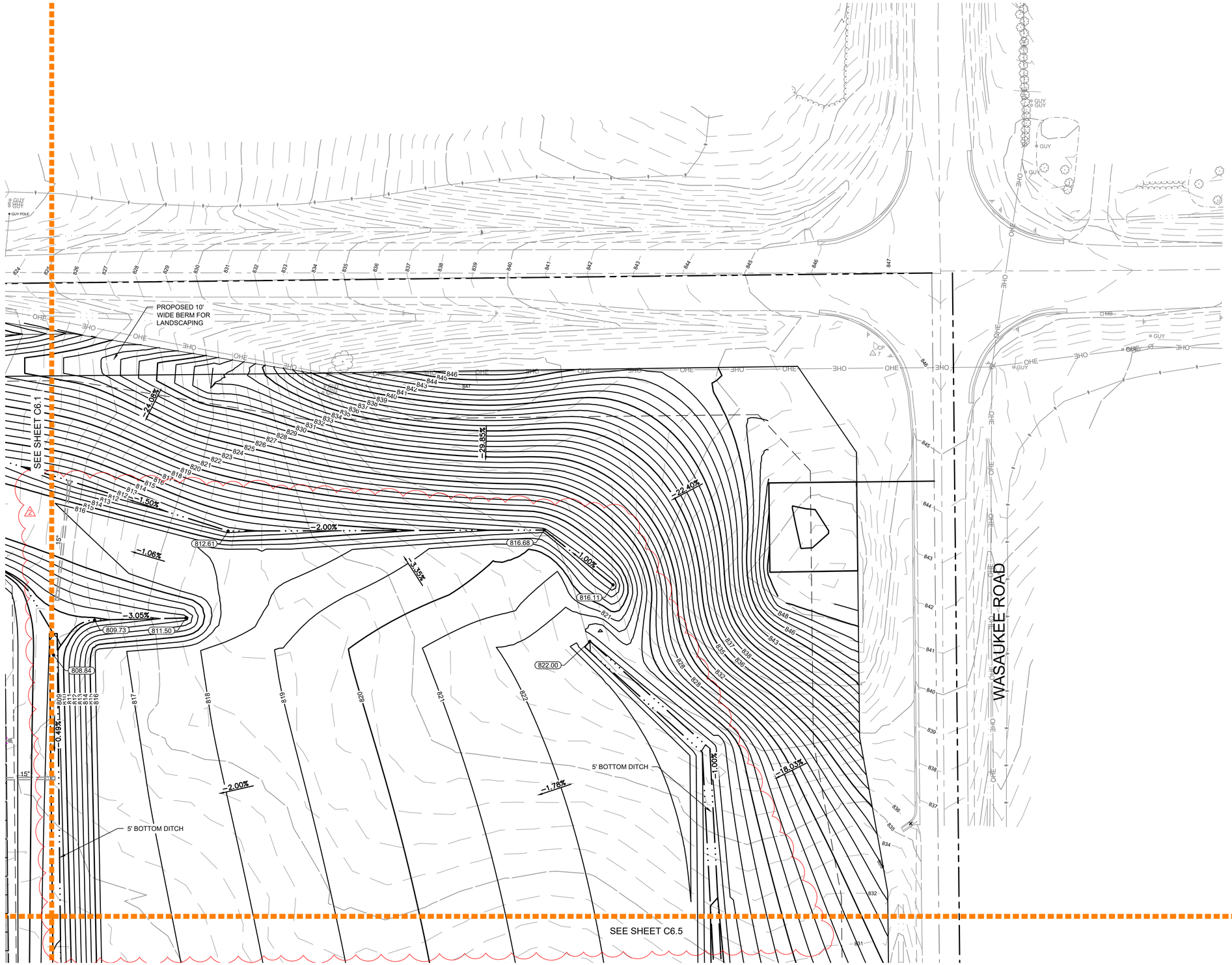
GRADING PLAN-3

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SCALE IN FEET

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PROPOSED FOR:

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5 UTILITY REVISIONS 10/11/2023

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: _____
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C6.4

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GRADING PLAN-4

"FOR CONSTRUCTION"

SEE SHEET C6.4

SEE SHEET C6.2

SEE SHEET C6.6

WASAUKEE ROAD

-30.89%

-1.92%

-0.50%

-1.81%

-1.00%

-9.15%

-15.03%

-4.84%

-32.89%

-1.99%

-1.98%

-23.07%

819.20

816.52

815.03

814.14

806.97

805.41

5' BOTTOM DITCH

PROPOSED 5' WIDE BERM FOR LANDSCAPING

2' HIGH BERM WITH 2' TOP

0 10 20 30 60

SCALE IN FEET

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5 UTILITY REVISIONS 10/11/2023

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: ------
CONTRACT NO: 80559
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SHEET: C6.5

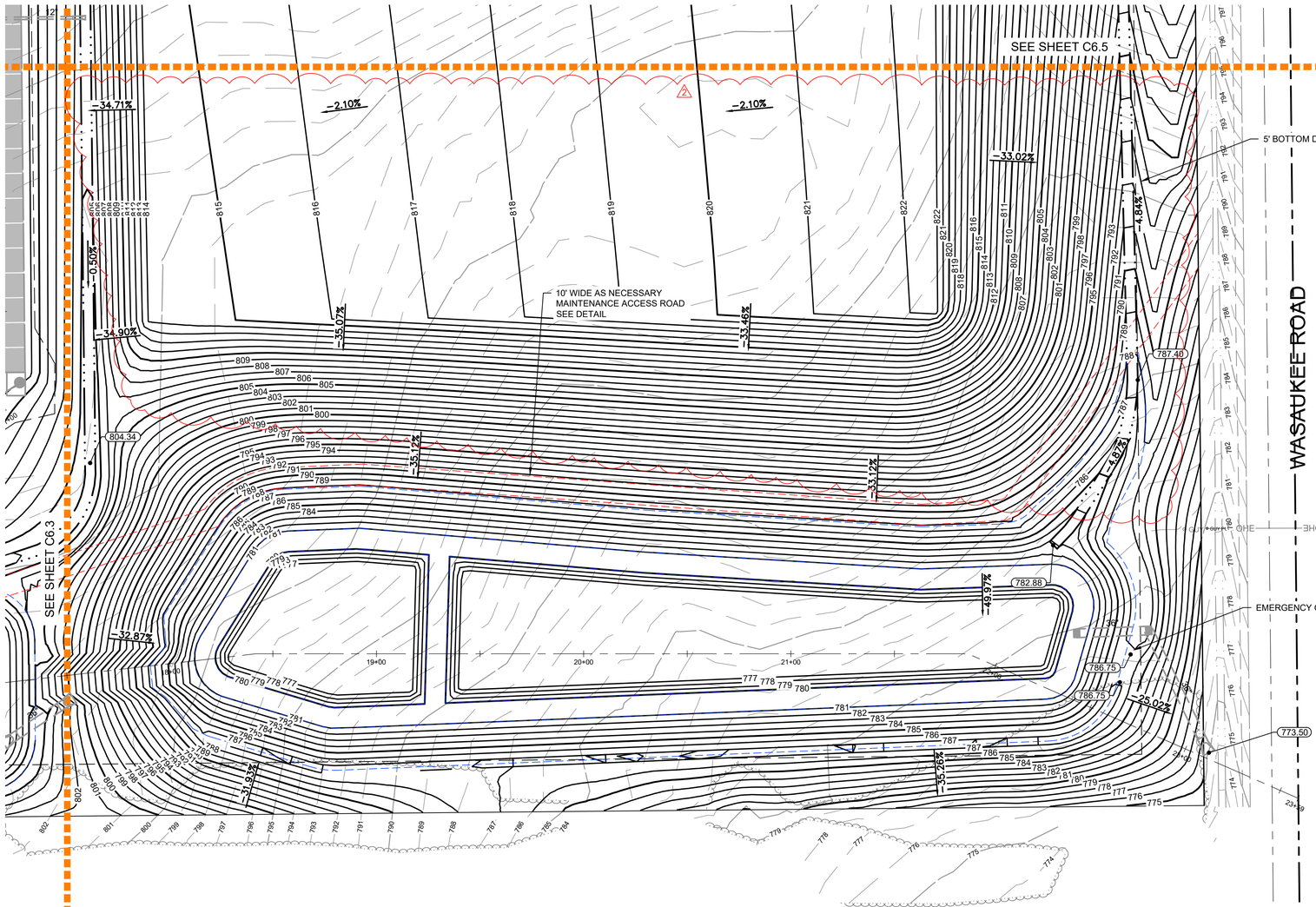
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GRADING PLAN-5

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PROJECT MANAGER: N. LAURENT
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DATE: 3/10/2023
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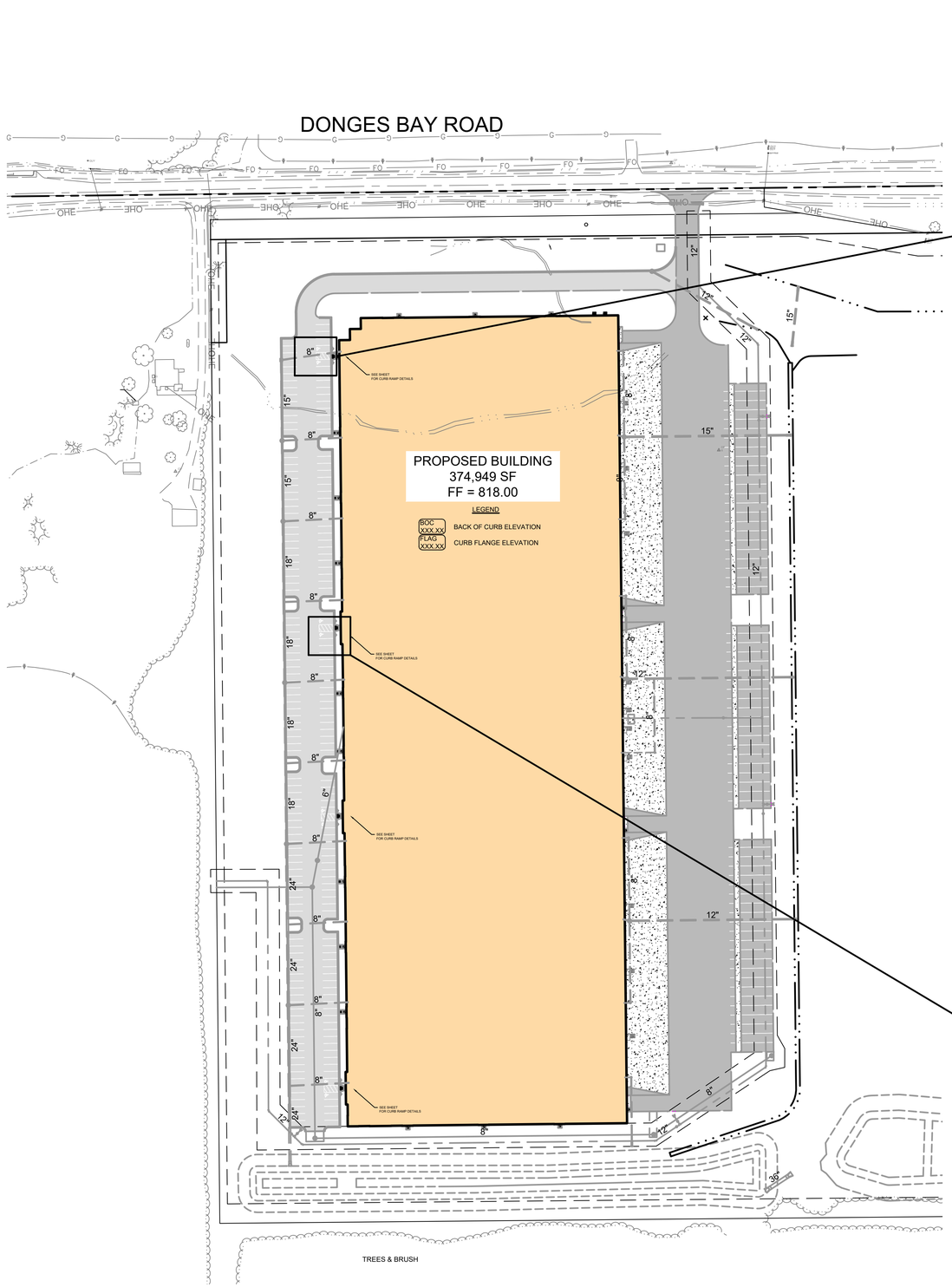
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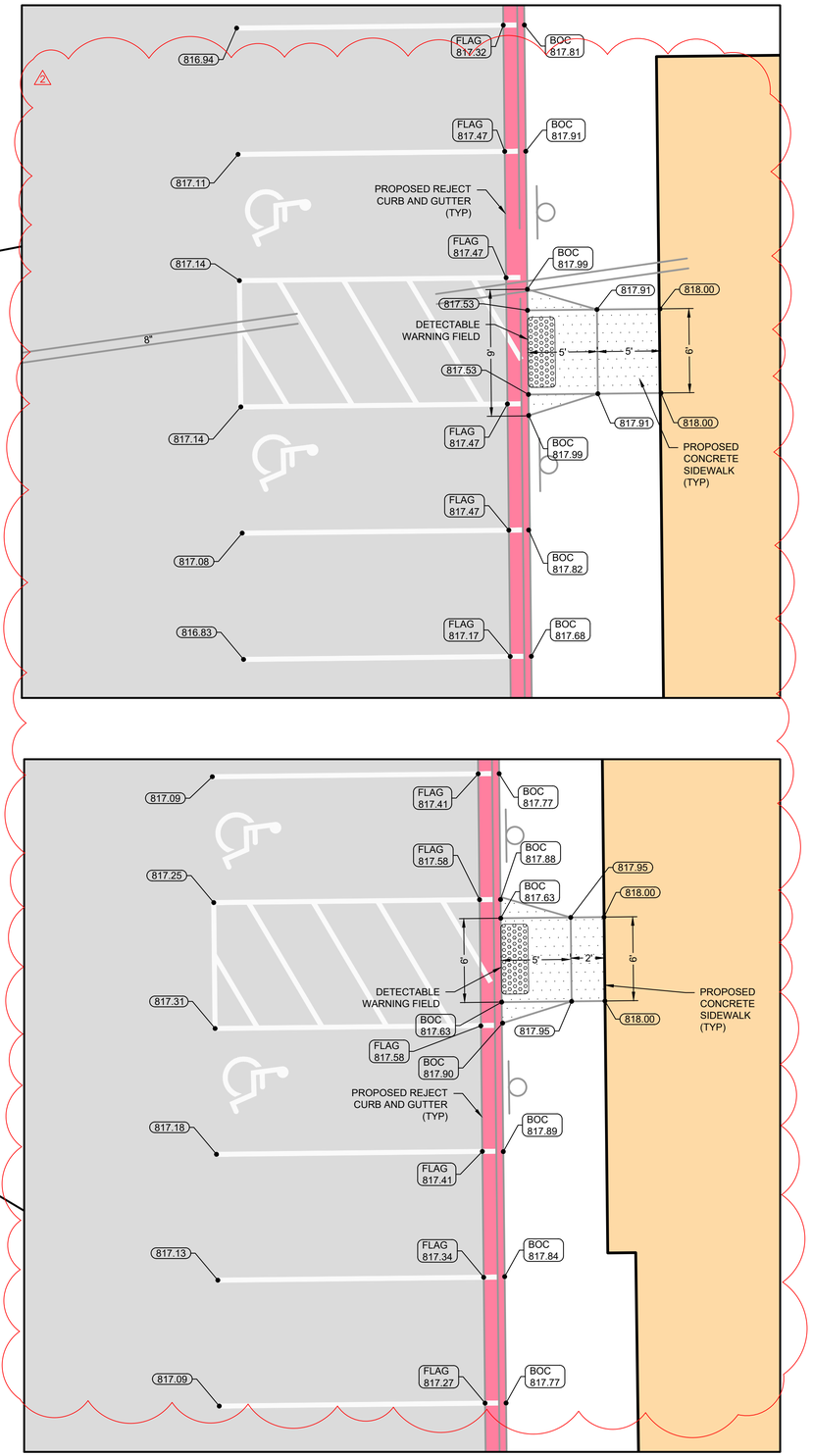
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GRADING PLAN-6

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PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
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CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C6.7

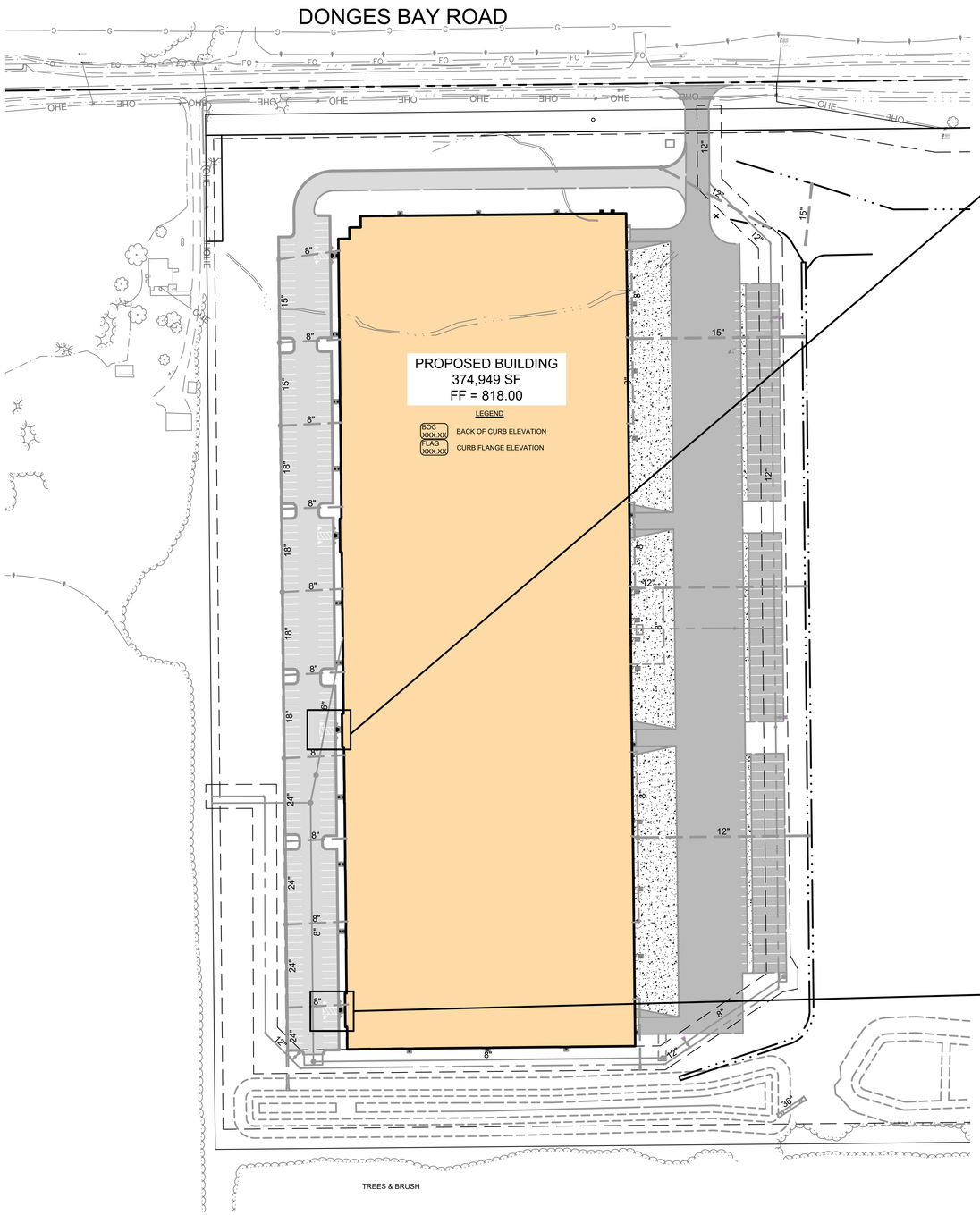
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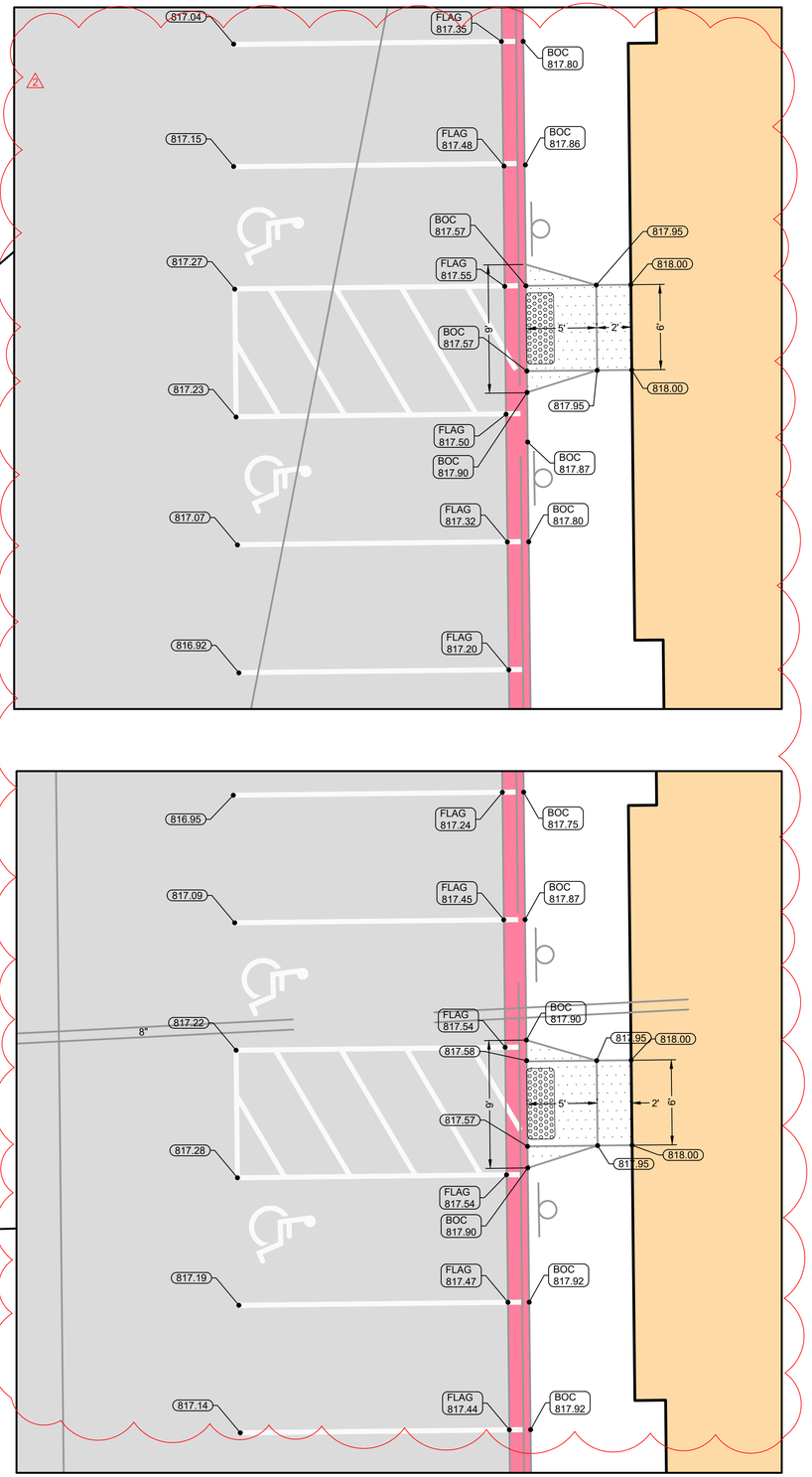
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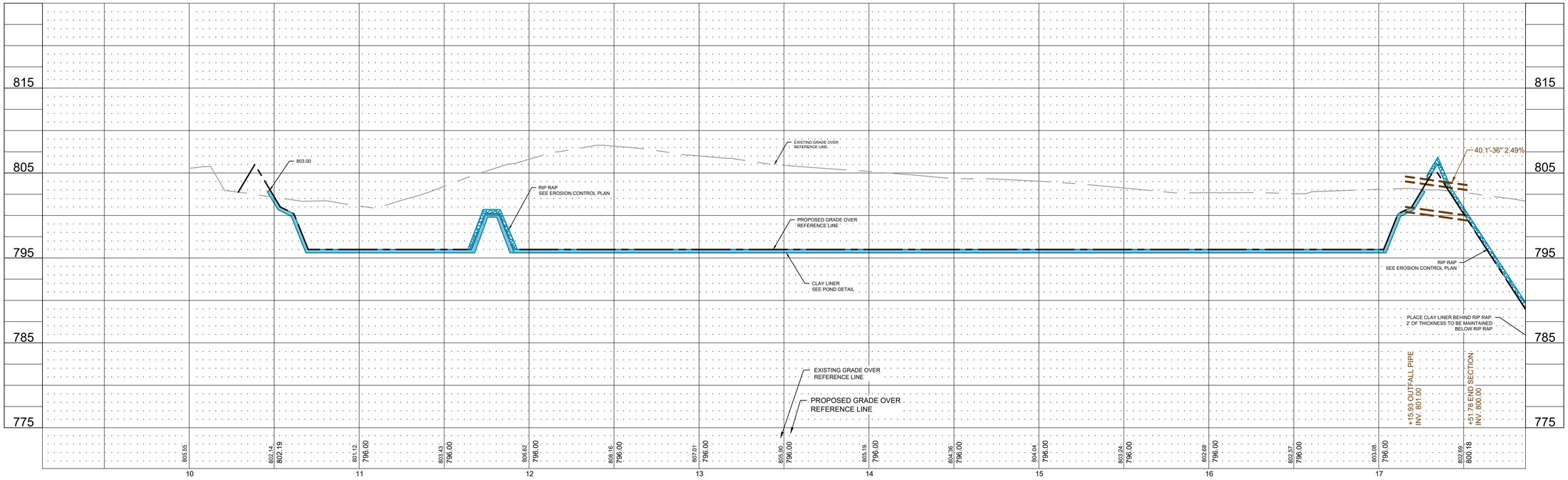
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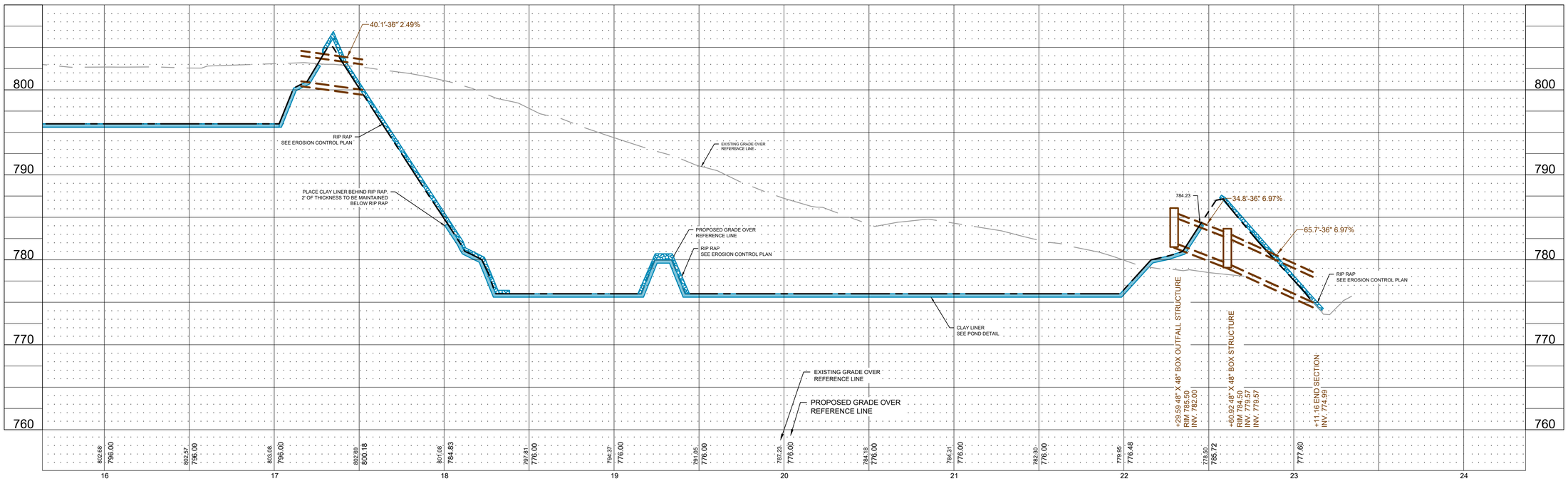
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POND PROFILES - SEE DETAILS FOR
ADDITIONAL INFORMATION

0 10 20 30 60
SCALE IN FEET
VERTICAL SCALE 1" = 6'



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GRADING POND PROFILE

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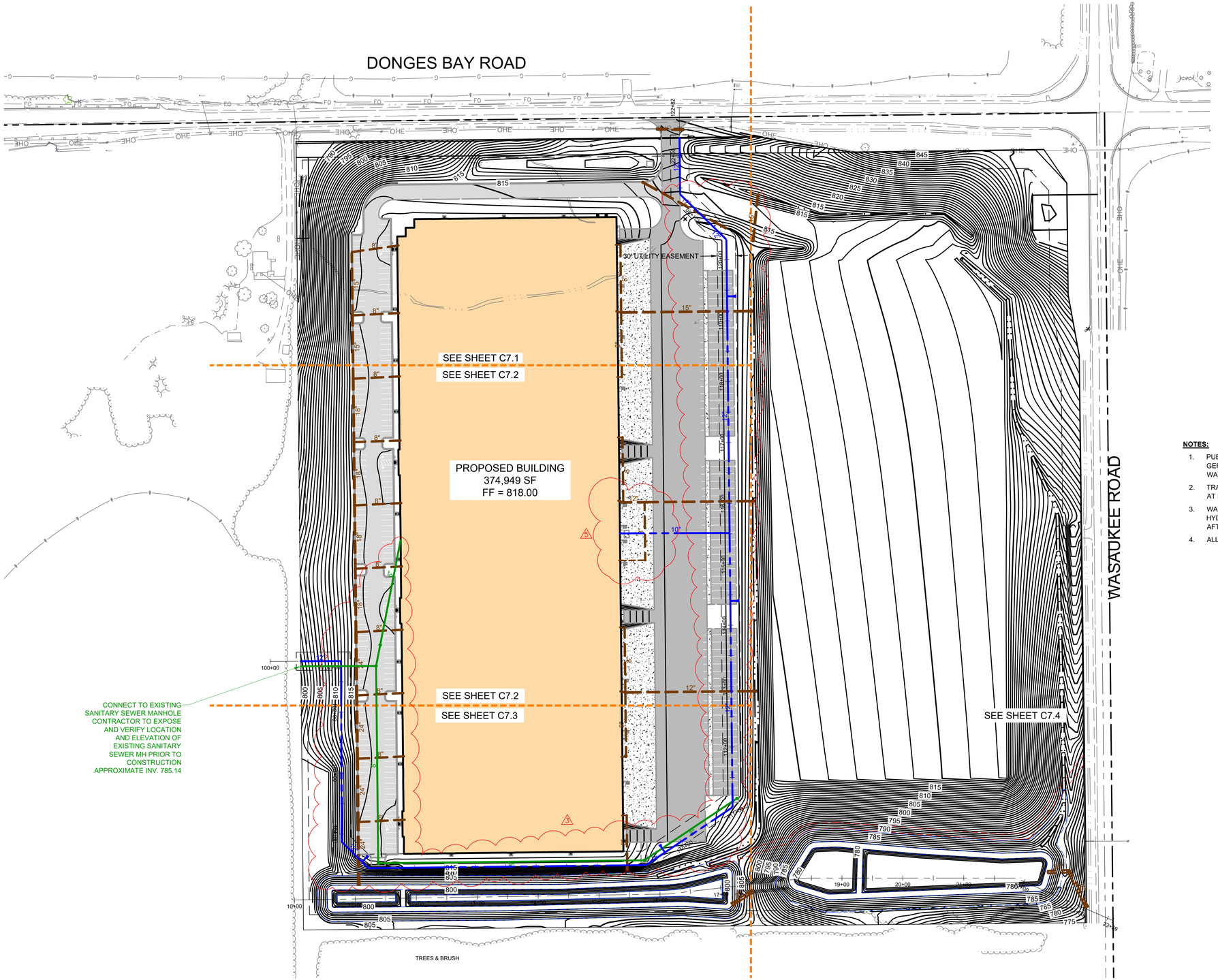
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PROPOSED FOR:
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N104W12667 DONGES BAY ROAD
GERMANTOWN, WISCONSIN

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1 BUILDING FOOTPRINT AND GRADING REVISIONS 03/10/2023
2 UTILITY REVISIONS 04/11/2023
3 UTILITY AND GRADING
4 UTILITY REVISIONS 10/11/2023

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: _____
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C6.9



NOTES:

1. PUBLIC SANITARY SEWER AND WATER MAIN TO FOLLOW VILLAGE OF GERMANTOWN STANDARD SPECIFICATIONS AND STANDARD SEWER AND WATER SPECIFICATIONS (GREEN BOOK).
2. TRACER WIRE IS REQUIRES ON ALL WATER MAIN AND SERVICES WITH ANODES AT HYDRANTS
3. WATER SERVICE STUB (12") WAS INSTALLED ON DONGES BAY RD. WITH A HYDRANT AT THE END. RETURN HYDRANT TO VILLAGE WITH ANY FITTINGS AFTER CONNECTION IS MADE.
4. ALL WATER MAIN AND HYDRANT LEAD TO BE PVC C900.

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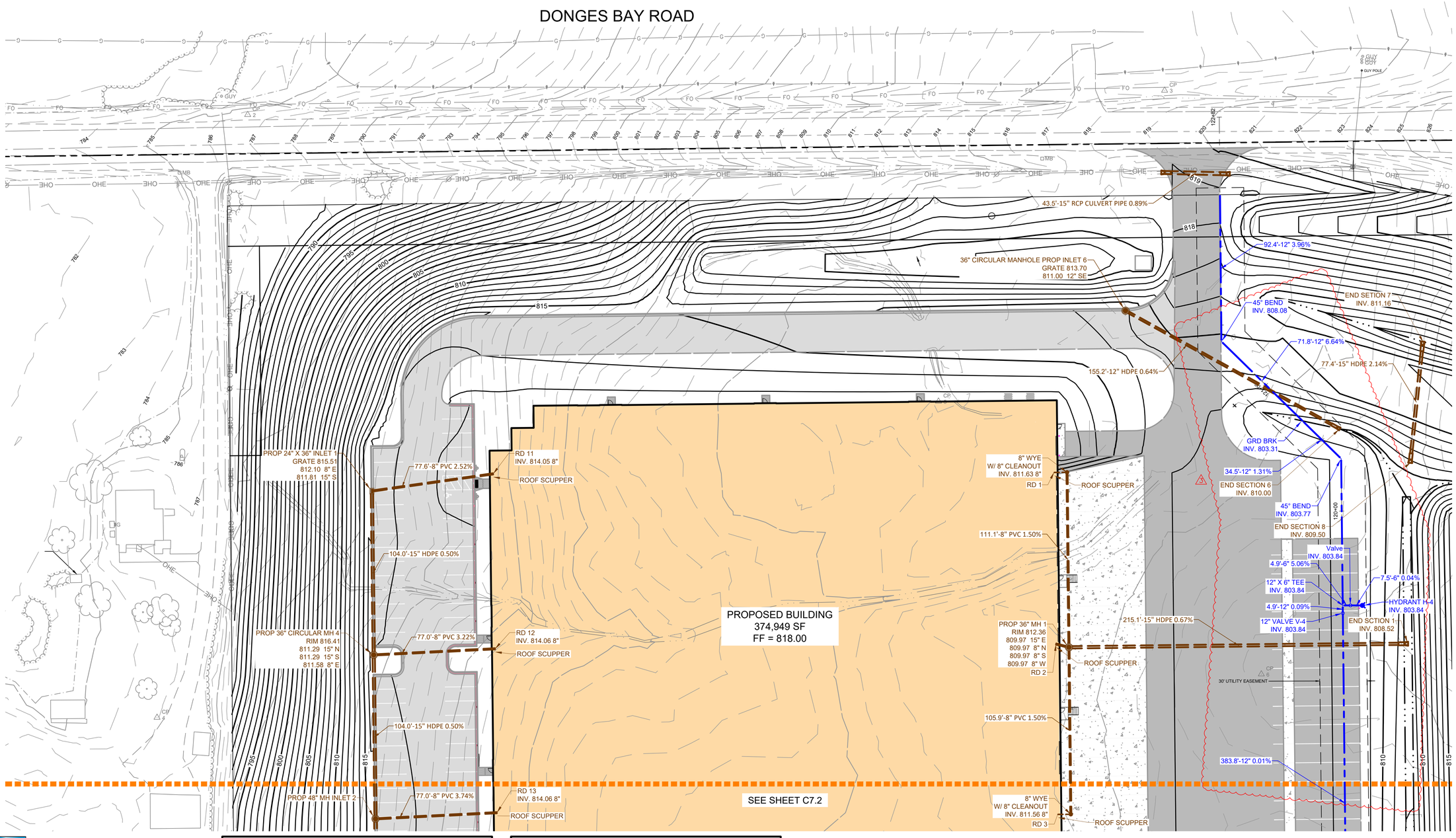
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OVERALL UTILITY PLAN

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SCALE IN FEET

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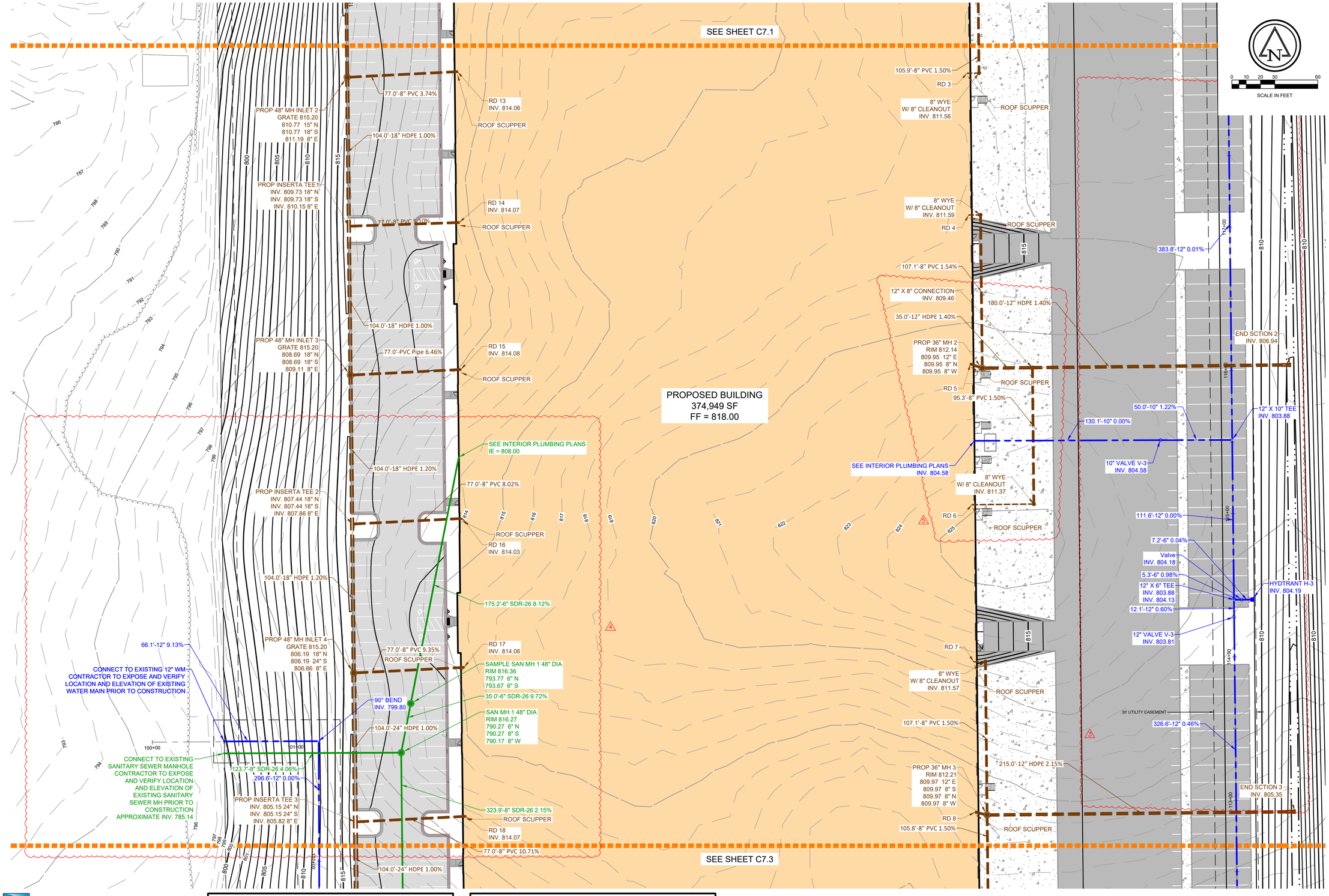
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UTILITY PLAN-1

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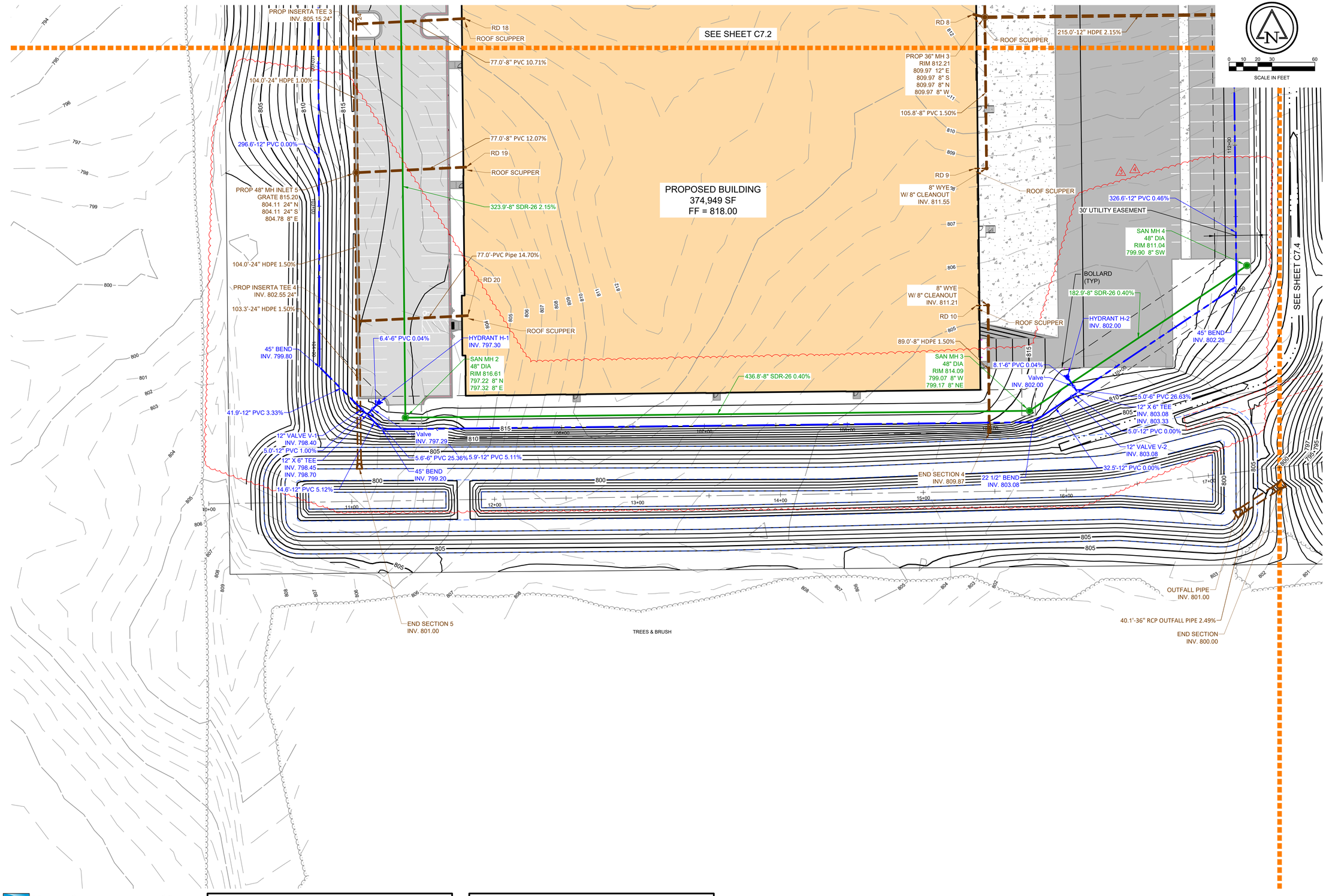
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PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: ------
CONTRACT NO: 80559
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SHEET: C7.2

UTILITY PLAN-2

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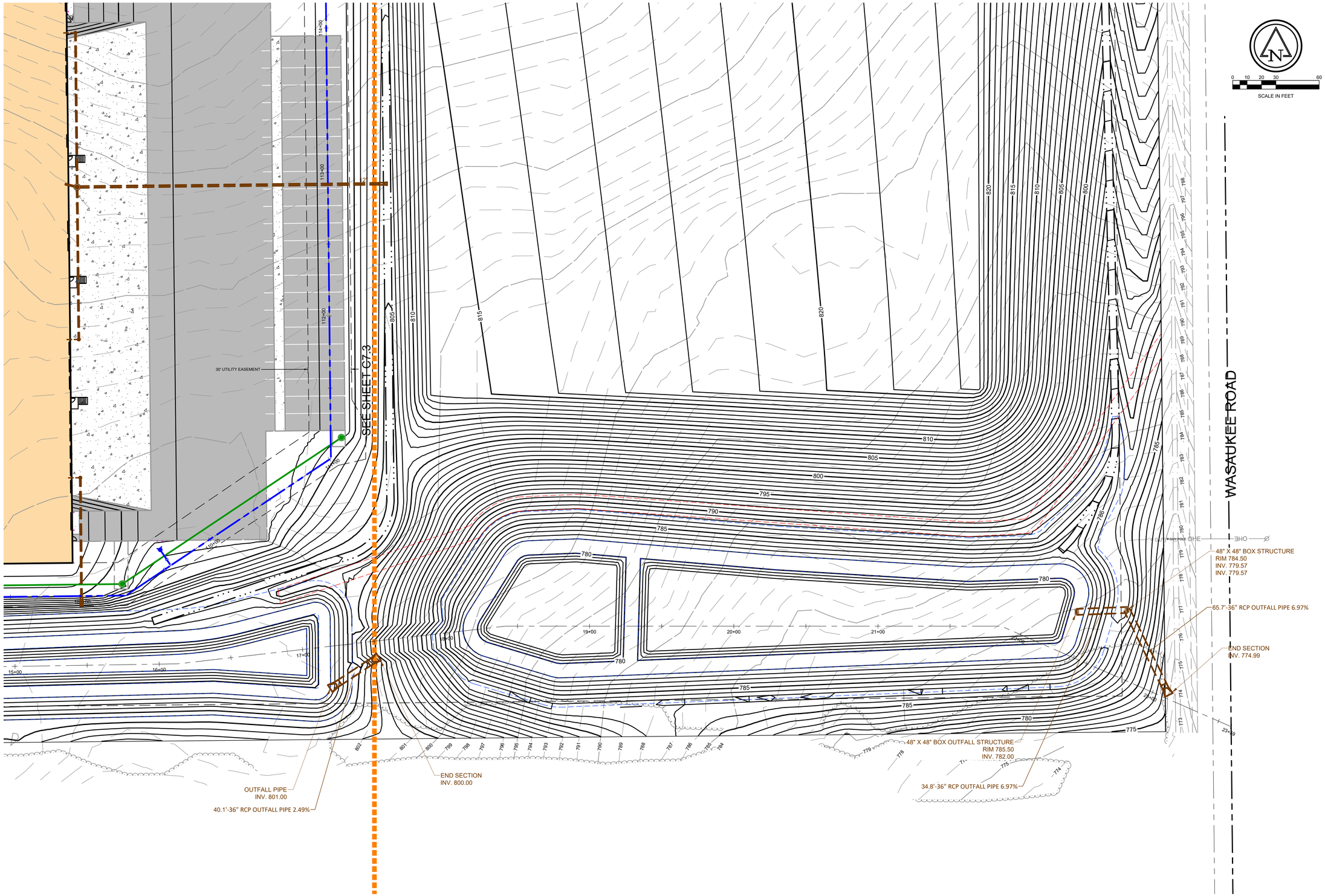
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EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
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UTILITY PLAN-3

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UTILITY PLAN-4

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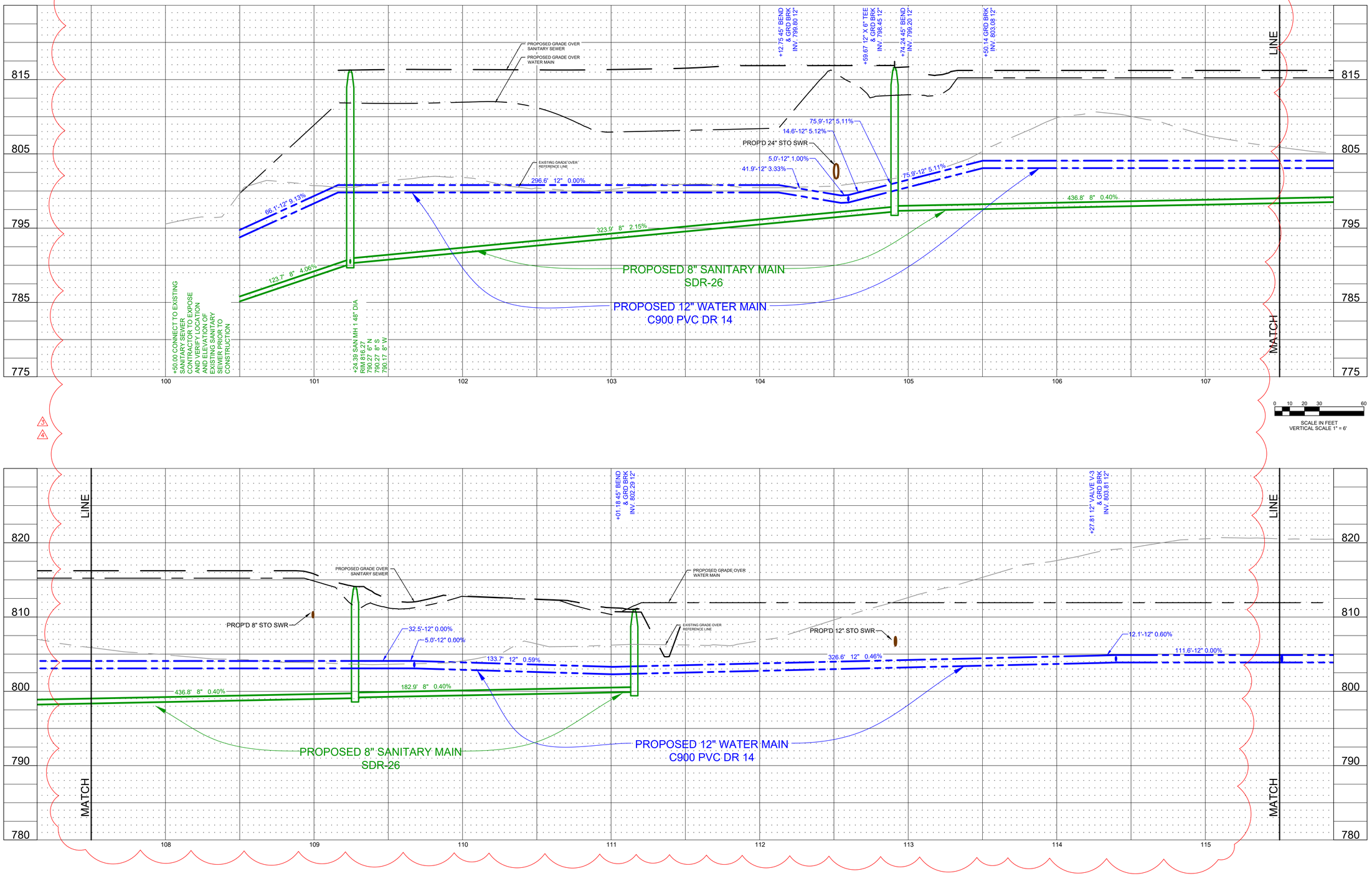
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DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
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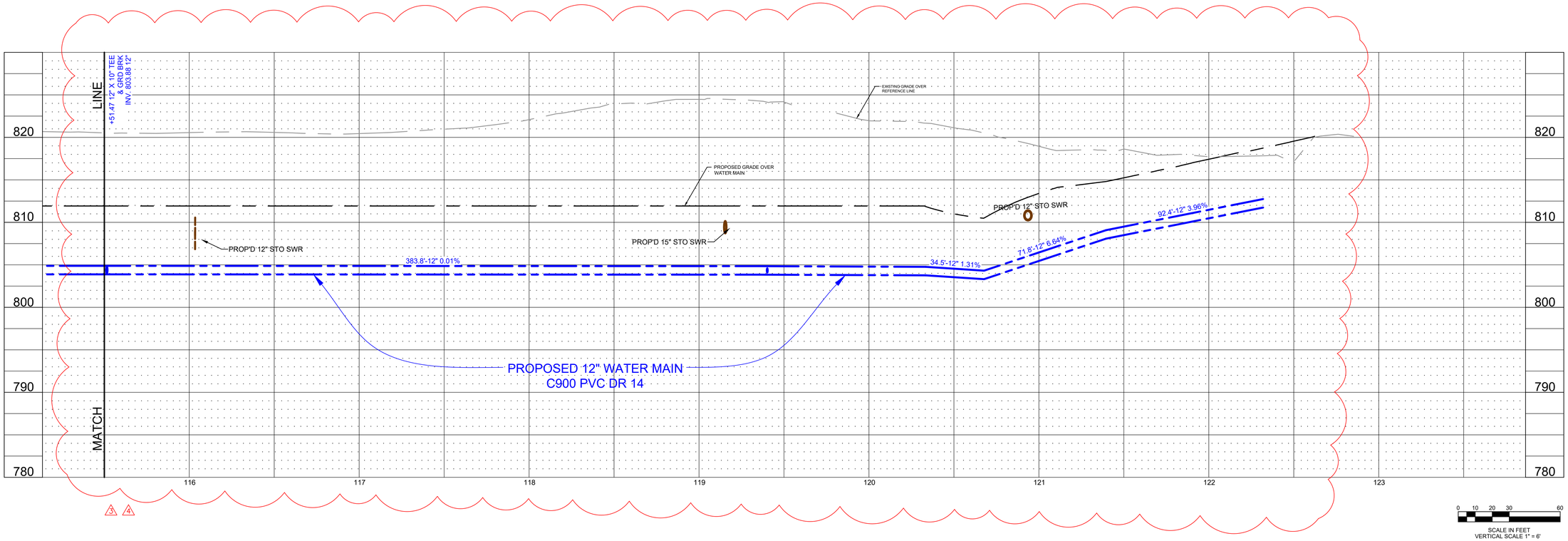
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WATER AND SANITARY PROFILE-1

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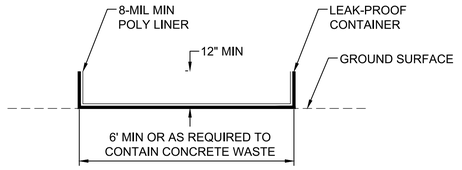
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WATER AND SANITARY PROFILE-2

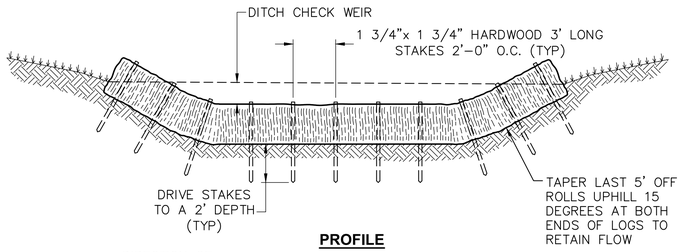
"FOR CONSTRUCTION"



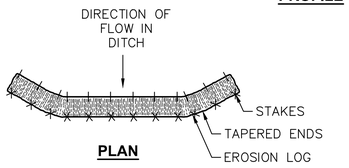
CONCRETE WASHOUT

NO SCALE

EC-CONC WASHOUT 2



PROFILE



PLAN

NOTE:
DITCH CHECK SHALL BE INSTALLED SO THAT THE ENDS OF THE CHECK ARE HIGHER IN ELEVATION THAN THE MIDDLE IN ORDER TO FORM A WEIR. USE PAL LISTED PRODUCTS AND SUBMIT PRODUCT DATA.

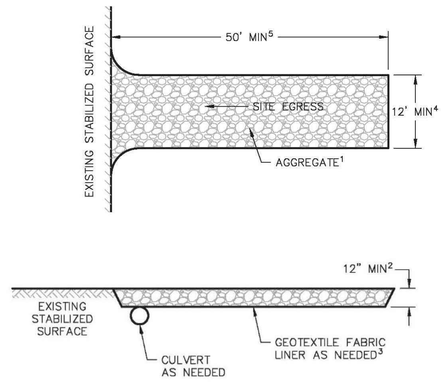
DITCH CHECK DETAIL

NO SCALE

EC-DITCH-10 16

Figure 2:

Stone tracking pad detail



Note 1 Use hard, durable, angular stone or recycled concrete meeting the gradation in Table 1. W gradation is not available, meet the gradation in Wisconsin Department of Transportation (DOT Standard Specification, Section 312, Select Crushed Material.

Note 2 Slope the stone tracking pad in a manner to direct runoff to an approved treatment practic

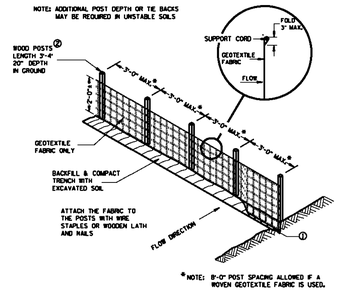
Note 3 Select fabric type based on soil conditions and vehicles loading.

Note 4 Install tracking pad across full width of the access point, or restrict existing traffic to a dedic egress lane at least 12 feet wide across the top of the pad.

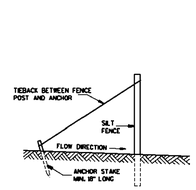
Note 5 If a 50' pad length is not possible due to site geometry, install the maximum length practica supplement with additional practices as needed.

GENERAL NOTES

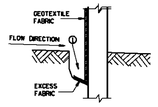
1. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
2. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1½" X 1½" OF OAK OR HICKORY.
3. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: A) TWIST METHOD -- OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B) HOOK METHOD -- HOOK THE END OF EACH SILT FENCE LENGTH.



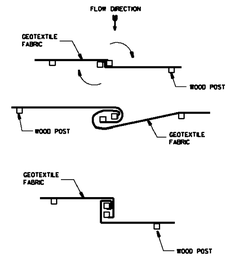
SILT FENCE



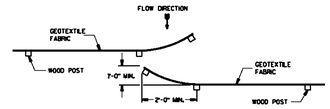
SILT FENCE TIE BACK
WHEN ADDITIONAL SUPPORT REQUIRED



TRENCH DETAIL



TWIST METHOD

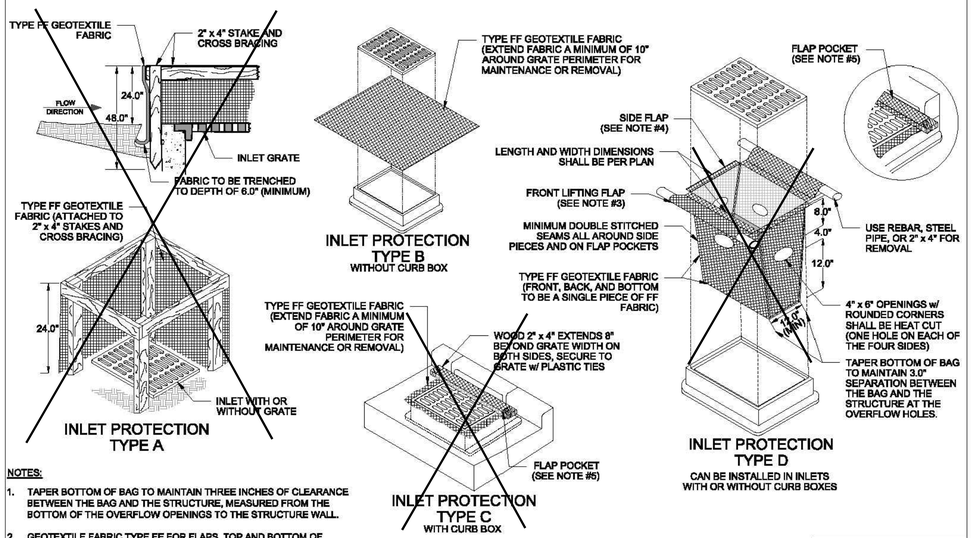


HOOK METHOD
JOINING TWO LENGTHS OF SILT FENCE [4]

This drawing based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 9-6.

SILT FENCE

FIGURE 1. INLET PROTECTION TYPES A, B, C AND D



NOTES:

1. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.
2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG. FRONT, BACK, AND BOTTOM OF FILTER BAG BEING ONE PIECE.
3. FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FILTER BAG.
4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.
5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" x 4". THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.

MAINTENANCE NOTES:

1. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.

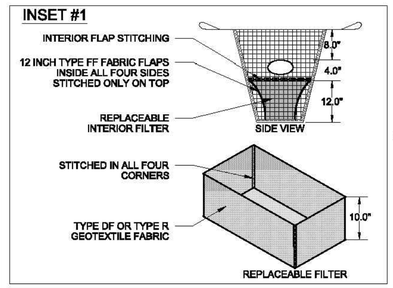
WISCONSIN DEPT. OF NATURAL RESOURCES

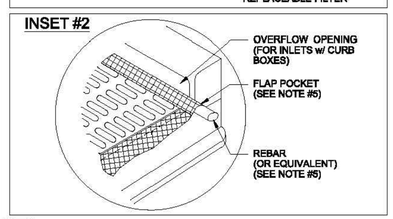
1080 TECHNICAL STANDARD No.

08/2014 REVISION DATE

NOT TO SCALE

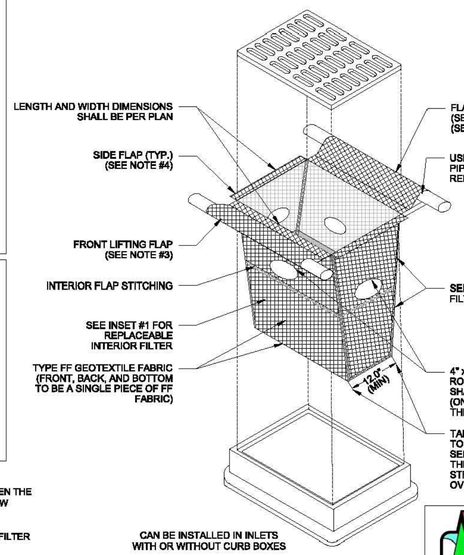
FIGURE 2. INLET PROTECTION TYPE D-M





NOTES:

1. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.
2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG. FRONT, BACK, AND BOTTOM OF FILTER BAG BEING ONE PIECE.
3. FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FILTER BAG.
4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.
5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" x 4". THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.



CAN BE INSTALLED IN INLETS
WITH OR WITHOUT CURB BOXES

MAINTENANCE NOTES:

1. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.

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1080 TECHNICAL STANDARD No.

08/2014 REVISION DATE

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1. BUILDING FOOTPRINT AND GRADING REVISIONS 03/10/2023
2. UTILITY REVISIONS 04/11/2023
3. UTILITY AND GRADING
4. UTILITY REVISIONS 10/11/2023

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: ------
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C8.0

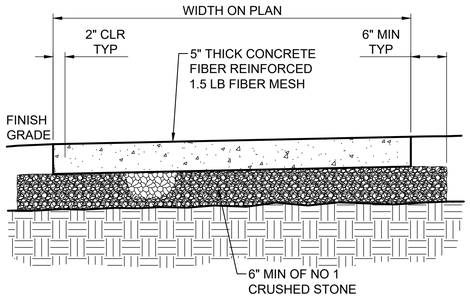
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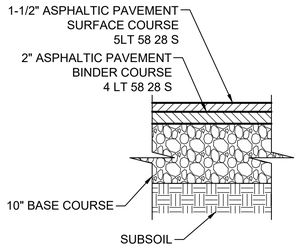
CONSTRUCTION DETAILS

"FOR CONSTRUCTION"



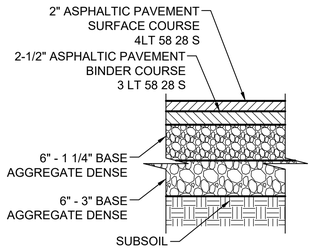
CONCRETE WALK

PV-WALK-07 1 NO SCALE



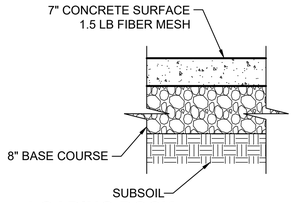
PARKING LOT PAVEMENT CROSS SECTION

PV-SECT-07 12 NO SCALE



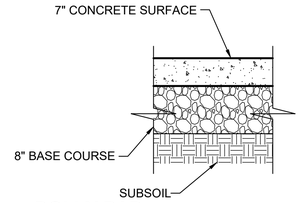
HEAVY DUTY TRUCK CROSS SECTION

PV-SECT-07B 12 NO SCALE



LOADING DOCK CROSS SECTION

PV-SECT-07A 12 NO SCALE

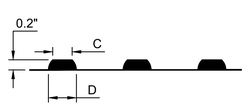


DOLLY PAD CROSS SECTION

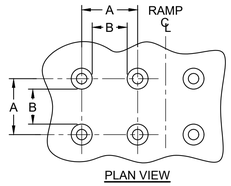
PV-SECT-07D 12 NO SCALE

	MIN	MAX
A	1.6"	2.4"
B	0.65"	1.5"
C	*	*
D	0.9"	1.4"

* THE C DIMENSION IS 50% TO 65% OF THE D DIMENSION



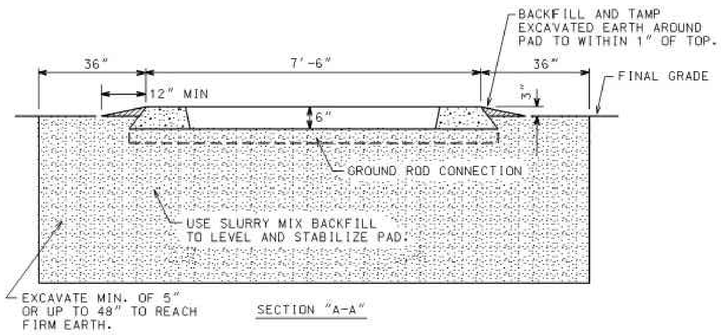
ELEVATION VIEW



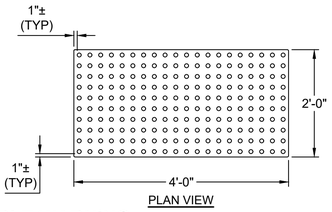
PLAN VIEW

TRUNCATED DOMES DETECTABLE WARNING PATTERN DETAIL

PV-RAMP-04 64 NO SCALE



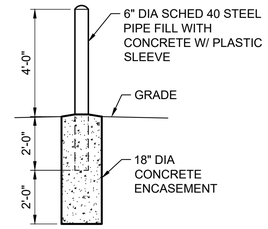
SECTION "A-A"



PLAN VIEW

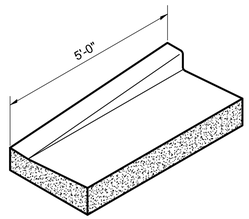
DETECTABLE WARNING FIELD (TYPICAL)

PV-RAMP-04 64 NO SCALE



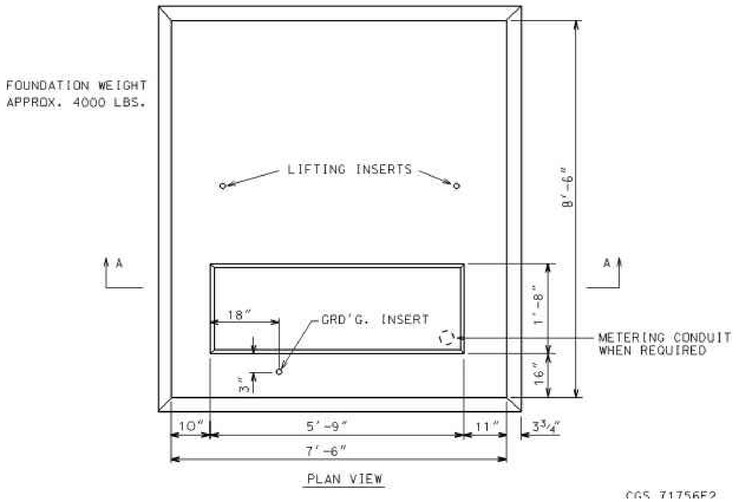
BOLLARD

SS-POST-01 1 NO SCALE



CURB & GUTTER TAPER

PV-CURB-07 1 NO SCALE



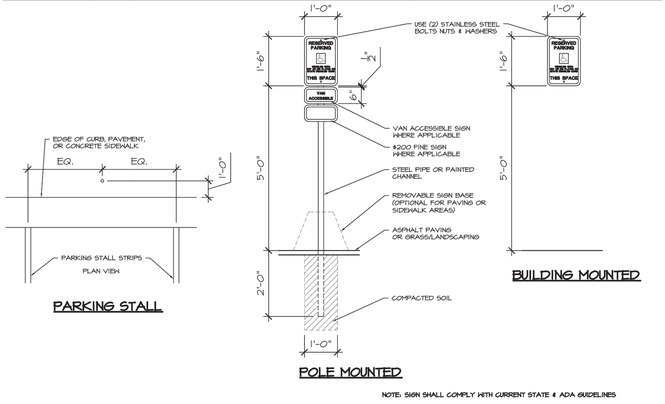
PLAN VIEW

TRANSFORMER PAD DETAIL

CCS 71756F2

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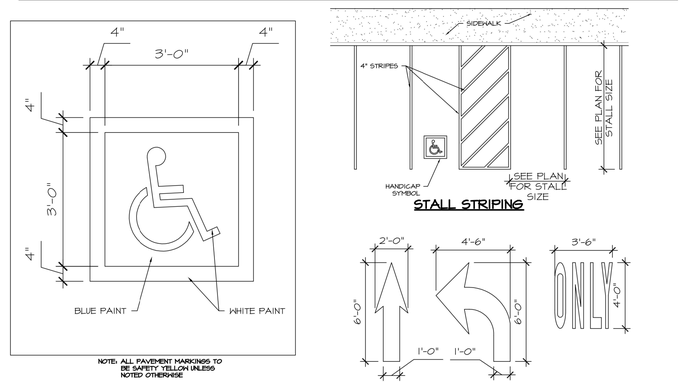


NOTE: SIGN SHALL COMPLY WITH CURRENT STATE & ADA GUIDELINES

HANDICAP PARKING SIGNS	REVISION 6/1/2012	2.9.1

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PRELIMINARY NO: ------
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DATE: 3/10/2023
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GENERAL NOTES:

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

DETAILED DRAWINGS FOR PROPOSED ALTERNATE DESIGNS FOR UNDERGROUND DRAINAGE STRUCTURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PROVIDING THAT SUCH ALTERNATE DESIGNS MAKE PROVISIONS FOR EQUIVALENT CAPACITY AND STRENGTH.

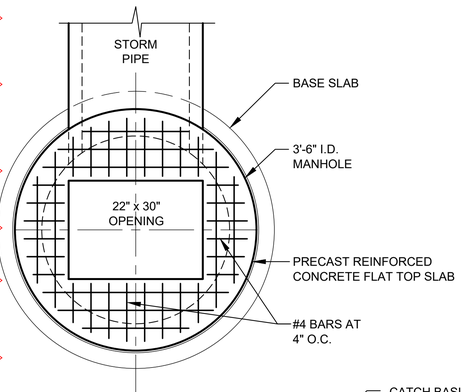
ALL PRECAST INLET UNITS SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF "AASHTO DESIGNATION M 199".

PRECAST REINFORCED BASES SHALL BE PLACED ON A BED OF MATERIAL AT LEAST 6" IN DEPTH, WHICH MEETS THE REQUIREMENTS FOR GRANULAR BACKFILL. THIS BEDDING SHALL BE COMPACTED AND PROVIDE UNIFORM SUPPORT FOR THE ENTIRE AREA OF THE BASE.

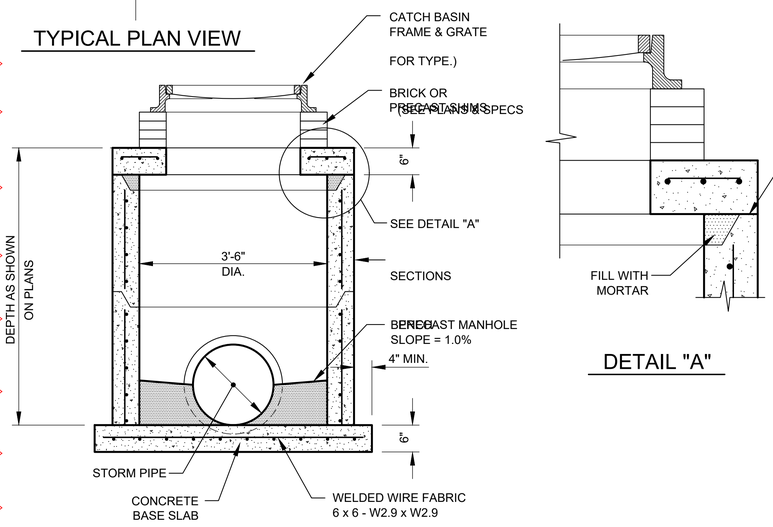
PRECAST REINFORCED CONCRETE FLAT SLAB TOPS MAY BE USED ON THE STRUCTURES. THE TOPS SHALL BE INSTALLED ON A BED OF MORTAR.

ALL BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2" CLEAR UNLESS OTHERWISE SHOWN OR NOTED.

PRECAST REINFORCED CONCRETE RISERS SHALL BE PLACED WITH TONGUE DOWN.

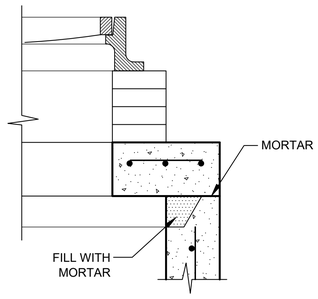


TYPICAL PLAN VIEW

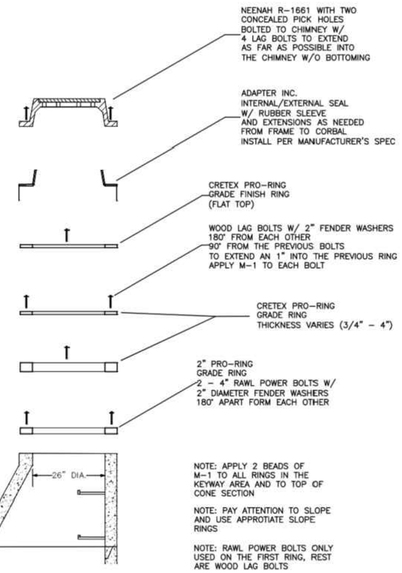


SECTION

PRECAST REINFORCED CONCRETE CATCH BASIN



DETAIL "A"

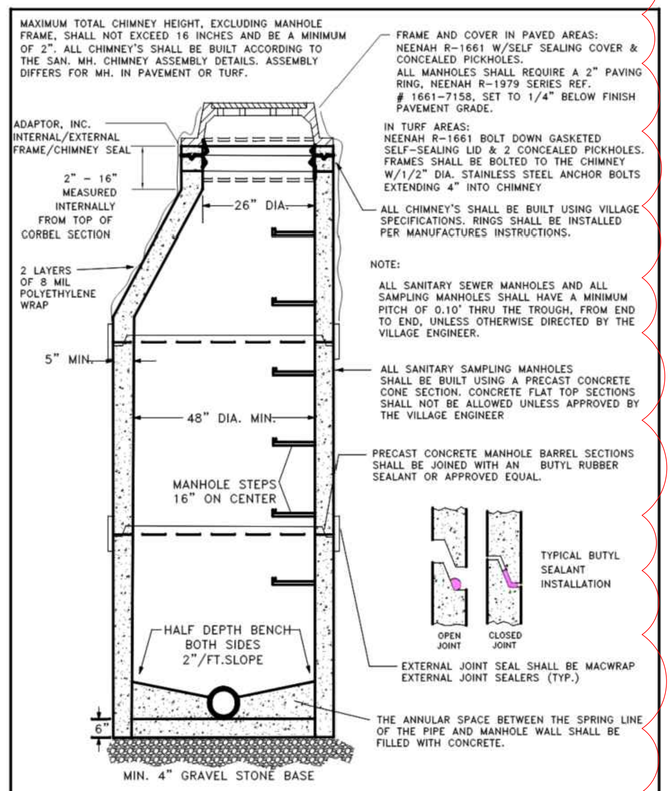


REVISED: SEPTEMBER 3, 2019 RCB

ENGINEERING DEPARTMENT Village of Germantown Willkommen

SANITARY MANHOLE CHIMNEY ASSEMBLY DETAIL IN TURF-1

NOT TO SCALE



SPRAY EPOXY COATINGS

MH EXTERIOR: 2 COATS (BLACK) OF AMERON INTERNATIONAL, AMERCOAT 78 HB AT 8-10 MILS EA.
MH INTERIOR: 2 COATS (WHITE) OF PERMITE PCS-9043 TYPE II PERMOX PIPE GLAZE AT 20 MILS EA.
COATINGS SHALL BE APPLIED BY SUPPLIERS AT THE PLANT.

REVISED DATE: 10/11/2019 FJR

ENGINEERING DEPARTMENT Village of Germantown Willkommen

STANDARD SANITARY MANHOLE & SAMPLING MANHOLE DETAIL

NOT TO SCALE

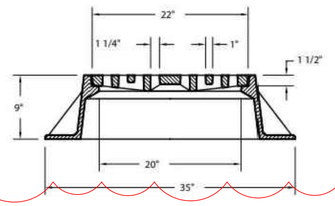
CATCH BASIN DETAILS

STO-CB-03 16 NO SCALE

R-2533
Inlet Frame, Grate

Heavy Duty

CATALOG NUMBER	GRATE TYPE	SQ. FT. OPEN	WEIR PERIMETER LINEAL FEET
R-2533	A	1.1	5.8

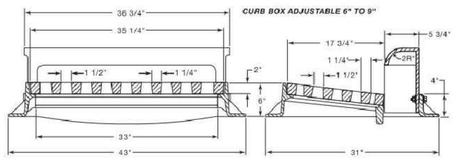


Standard Grate (shown): Type A

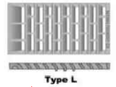
R-3067
Combination Inlet Frame, Grate, Curb Box

Heavy Duty





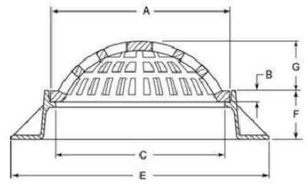
CATALOG NUMBER	GRATE TYPE	SQ. FT. OPEN	WEIR PERIMETER LINEAL FEET
R-3067	L	2.1	5.8



R-2560 Series
Inlet Frame, Beehive Grate

Suitable for drainage in circumstances where clogging of a flat grating is a problem. Excellent for roadside or earth ditch inlets.

CATALOG NUMBER	GRATE TYPE	SQ. FT. OPEN	WEIR PERIMETER LINEAL FEET
R-2560-D	Beehive	1.0	5.1



Dimensions in inches

Catalog No.	A	B	C	E	F	G	Frame/Lid
R-2560-D	22	1 1/2	20	35	9	4 1/2	R-1710

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PROPOSED FOR:
TOWN 9 INDUSTRIAL BUILDING A
N104W12667 DONGES BAY ROAD
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REVISIONS
3 BUILDING FOOTPRINT AND GRADING REVISIONS 03/10/2023
2 UTILITY REVISIONS 04/11/2023
1 UTILITY AND GRADING
0 UTILITY REVISIONS 10/11/2023

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: _____
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C8.2

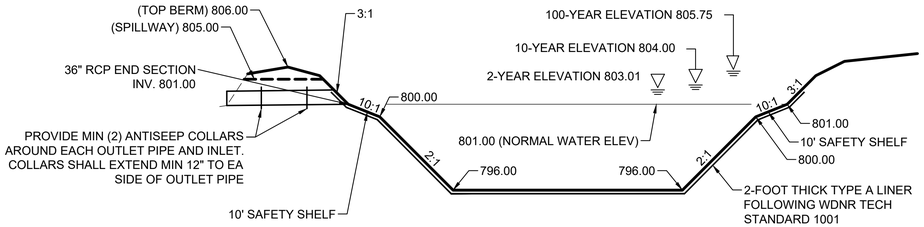
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CONSTRUCTION DETAILS

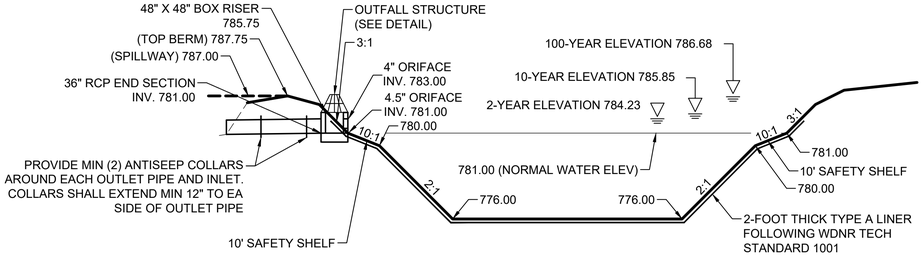
"FOR CONSTRUCTION"



WEST WET POND CROSS SECTION

NO SCALE

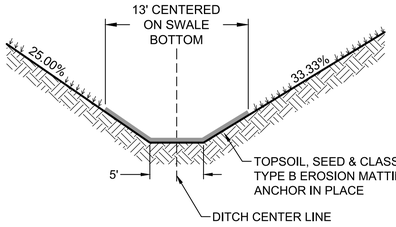
Cgdt-Storm Facility 20



EAST WET POND CROSS SECTION

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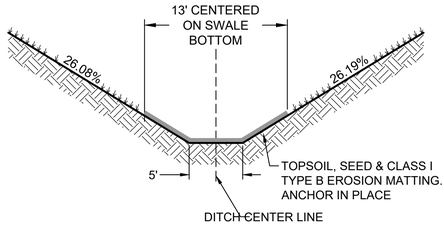
Cgdt-Storm Facility 20



PROPOSED DITCH B-B

NO SCALE

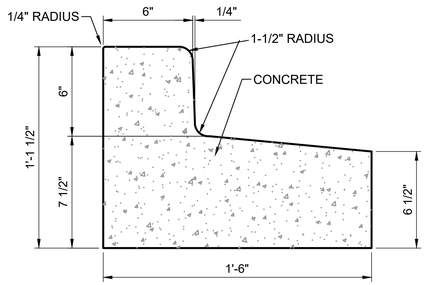
CGDT-SWALE-05



PROPOSED DITCH A-A

NO SCALE

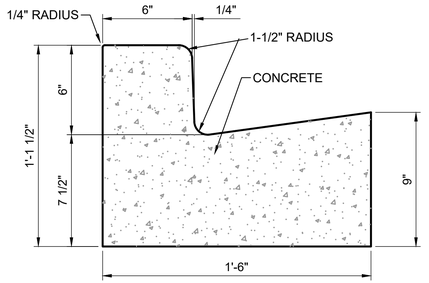
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VERTICAL FACE REJECT CURB & GUTTER

NO SCALE

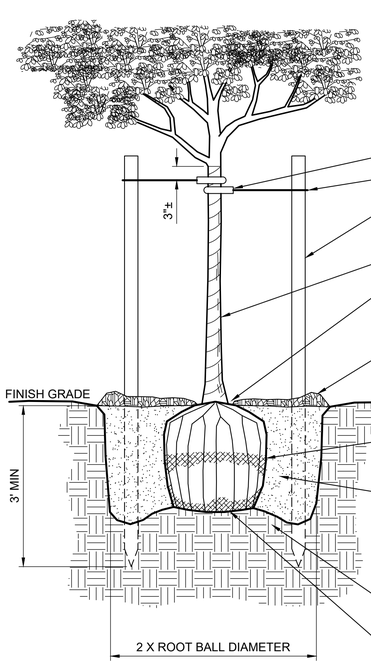
PV-CURB-16 1



VERTICAL FACE CURB & GUTTER

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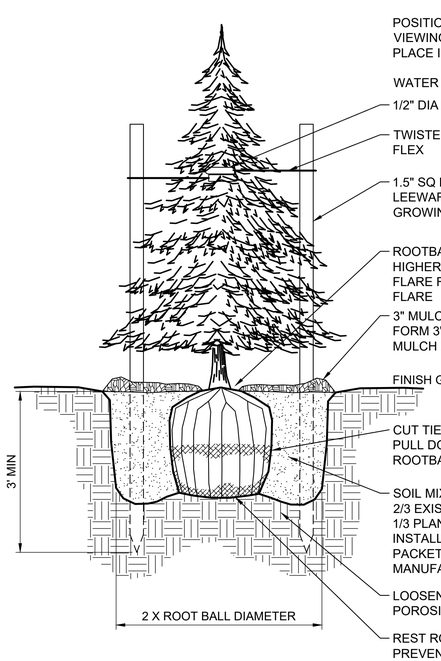
PV-CURB-15 1



DECIDUOUS TREE PLANTING

NO SCALE

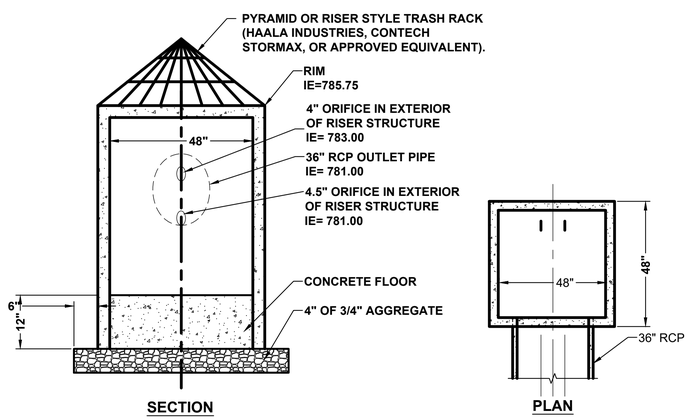
LS-TREE-02 1



EVERGREEN TREE PLANTING

NO SCALE

LS-TREE-03 1



EAST WET POND OUTFALL STRUCTURE

NO SCALE

Cgdt-Outlet Structure 2

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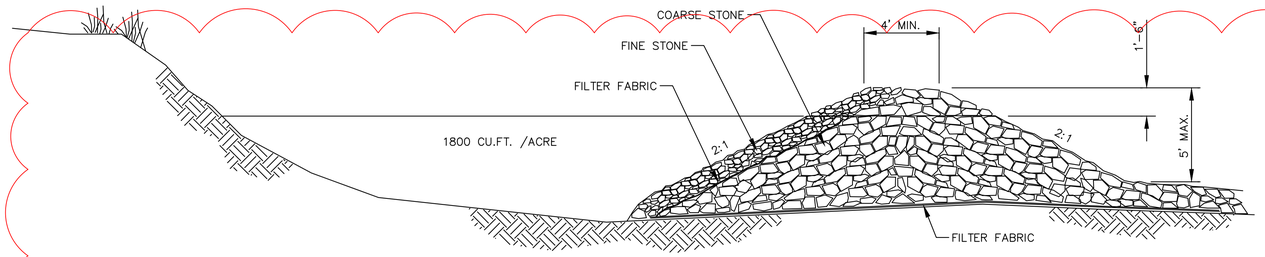
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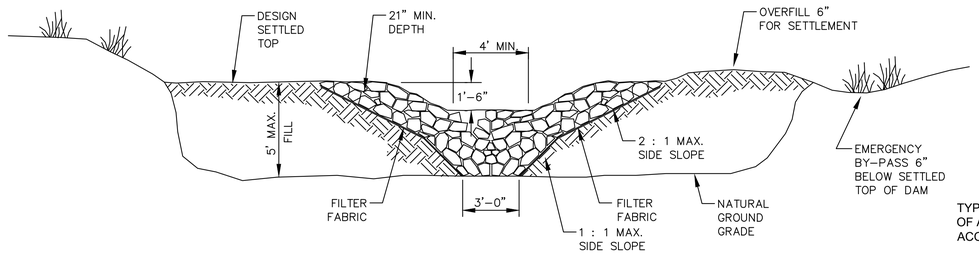
PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
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EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: _____
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C8.3

CONSTRUCTION DETAILS

"FOR CONSTRUCTION"



CROSS SECTION

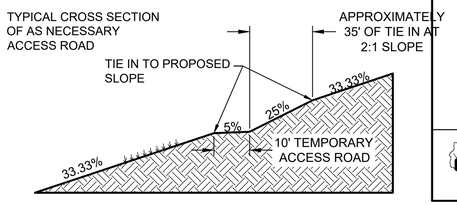


ELEVATION

SEDIMENT TRAP DETAIL NO SCALE

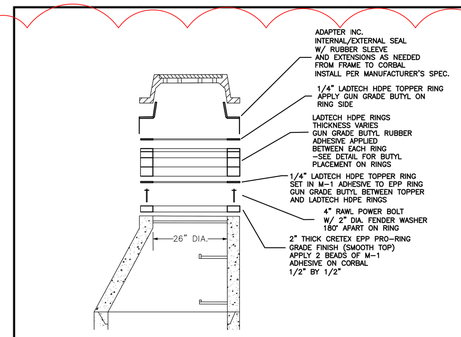
EC-SED-02 40

AFTER MAINTENANCE IS COMPLETE
RESTORE SLOPE TO PROPOSED CONDITIONS.
PLACE CLASS I TYPE A AND RESEED ACCORDING
TO SHEET C5.0 AND SHEET L9.0 TO REESTABLISH

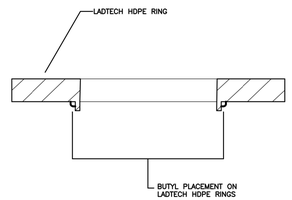


AS NECESSARY ACCESS ROAD NO SCALE

CGDT-SWALE-05



1 SANITARY SEWER MANHOLE CHIMNEY ASSEMBLY IN PAVEMENT
NOT TO SCALE



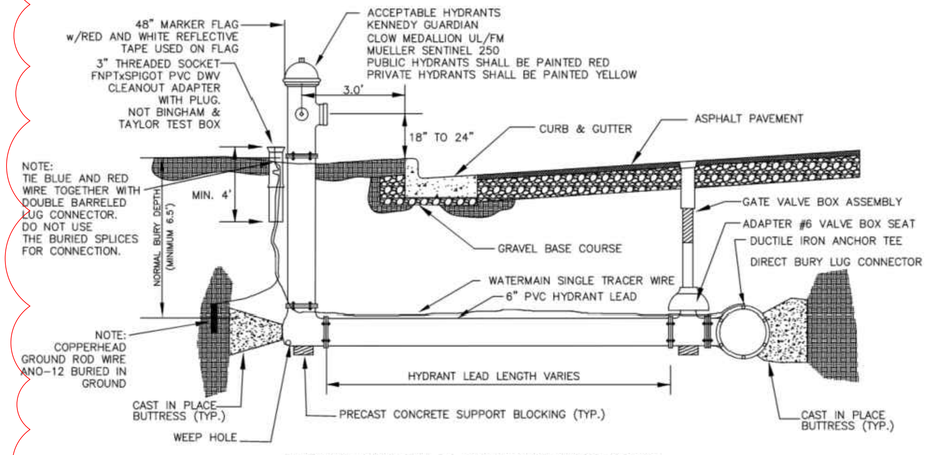
2 BUTYL PLACEMENT ON LADTECH RINGS
NOT TO SCALE

NOT TO SCALE

ENGINEERING DEPARTMENT Village of Germantown ...Willkommen

SANITARY MANHOLE CHIMNEY ASSEMBLY DETAIL IN PAVEMENT

REVISED DATE: JUNE 2019 RCB

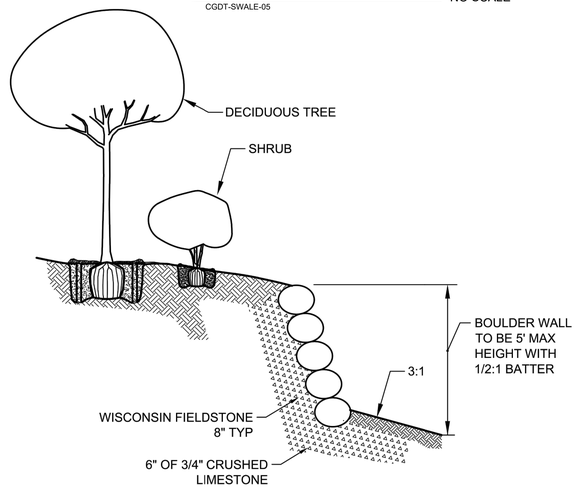


1. HYDRANT LEADS SHALL BE INSTALLED WITH CLASS B BEDDING.
2. HYDRANT LEAD TRENCH SHALL BE BACKFILLED WITH GRANULAR MATERIAL.
3. ALL CONNECTIONS ON HYDRANT LEAD SHALL BE RESTRAINED MECHANICAL JOINTS WITH MEGA LUG.
4. ALL HYDRANT TO HAVE A 5-1/4 IN PUMPER NOZZLE AND TWO 2-1/2 IN HOSE NOZZLES
5. ALL HYDRANTS ASSEMBLY'S SHALL BE "LIVE tAPPED" TO THE EXISTING WATER MAIN..

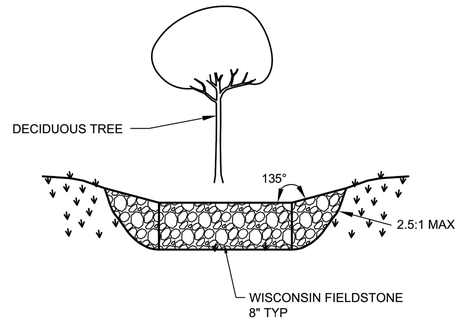
ENGINEERING DEPARTMENT Village of Germantown ...Willkommen

PVC HYDRANT BRANCH DETAIL

N.T.S.



SECTION VIEW



ELEVATION VIEW

FIELD STONE RETAINING WALL NO SCALE

SS-WALL-03 12

REV. 11/12/2019 FJR

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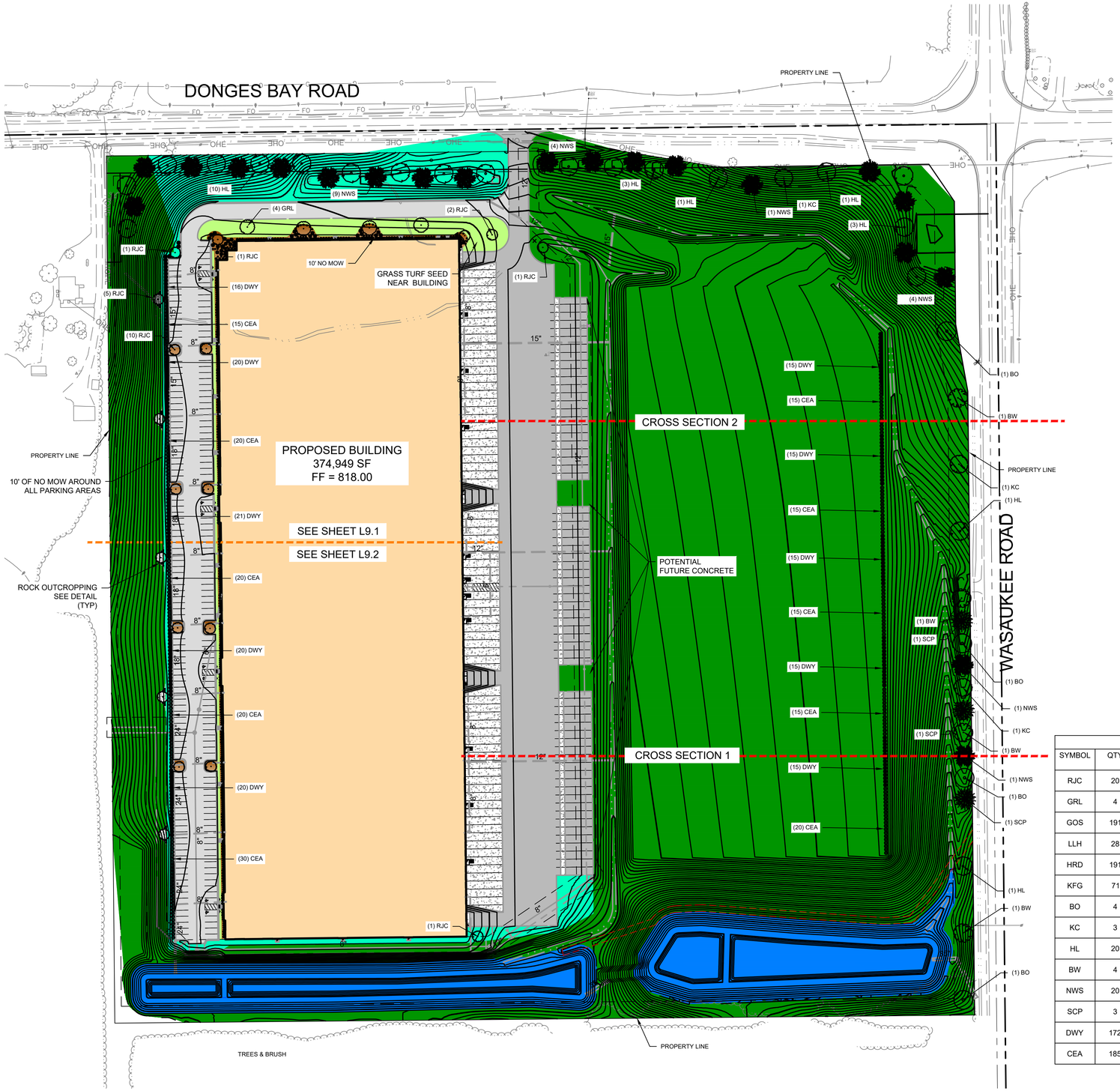
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PRELIMINARY NO: ------
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: C8.4

CONSTRUCTION DETAILS

"FOR CONSTRUCTION"



0 20 40 80 160

SCALE IN FEET

LEGEND

- GRASS TURF SEED
- PRAIRIE SEED - PRAIRIE NURSERY EROSION CONTROL MIX FOR MEDIUM SOILS 12 LBS/ACRE OR EQUAL
- NO MOW - PRAIRIE NURSERY NO MOW FOR EROSION PRONE AREAS OR EQUAL
- POND
- STONE OUTCROPPING

SEED MIXES TO BE COORDINATED WITH DPW PROJECT AND SUBMITTED TO KELLER FOR APPROVAL

STREET TREES

THERE ARE 14 STREET TREES ACCORDING TO THE GERMANTOWN CODE OF ORDINANCE DEFINITION. AN ADDITIONAL 32 TREES ARE PLACED AT LOCATIONS DIRECTLY INSIDE OF THE PROPERTY LINES TO AVOID OVERHEAD WIRES AND ARE TO BE PLACED ON BERMS, TO PROVIDE BETTER SCREENING OF THE BUILDING.

PLANTING SCHEDULE NOTES

THE MINIMUM SIZE OF PLANTINGS AT TIME OF INSTALLATION SHALL NOT BE LESS THAN THE FOLLOWING. 2" CALIPER FOR DECIDUOUS CANOPY TREES, 1.5" CALIPER FOR ORNAMENTAL UNDER-STORY TREES, 6'-8' FOR EVERGREEN TREES, 5 GAL. FOR SHRUBS.

PLANTING SCHEDULE

SYMBOL	QTY	COMMON NAME	BOTANICAL NAME	TYPE	SIZE AT MATURITY	ROOT CONDITION
RJC	20	RED JEWEL CRABAPPLE	ALUS 'RED JEWEL'	DECIDUOUS TREE	15-20' HEIGHT 15-20' SPREAD	BB
GRL	4	GREENSPIRE LINDEN	TILIA CORDATA 'GREENSPIRE'	DECIDUOUS TREE	40-50' HEIGHT 30-40' SPREAD	BB
GOS	191	GOLDFLAME SPIREA	SPIREA JAPONICA 'WALBUMA'	LOW SHRUB	3' HEIGHT 3' SPREAD	POTTED
LLH	28	LITTLE LIME HYDRANGEA	HYDRANGEA PPANICULATA 'JANE'	LARGE SHRUB	4-5' HEIGHT 4-5' WIDTH	POTTED
HRD	191	HAPP RETURNS DAYLILY	HEMEROCALLIS 'HAPPY RETURNS'	PERENNIAL	12-24" HEIGHT 18-24" WIDTH	POTTED
KFG	71	KARL FORESTER GRASS	MAGROSTIS ACUTIFLORA 'KARL FORESTER'	PERENNIAL	36-48" HEIGHT 18-24" SPREAD	POTTED
BO	4	BURR OAK	QUERCUS MACROCARPA MICHX	DECIDUOUS TREE	HEIGHT: 40-60FT WIDTH: 25-30FT	BB
KC	3	KENTUCKY COFFEE TREE	GYMNOCLADUS DIOICUS	DECIDUOUS TREE	HEIGHT: 40-60FT WIDTH: 10-20FT	BB
HL	20	HONEY LOCUST	GLEDITSIA TRIACANTHOS	DECIDUOUS TREE	HEIGHT: 60-80FT WIDTH: 10-20FT	BB
BW	4	BASSWOOD	TILIA AMERICANA	DECIDUOUS TREE	HEIGHT: 50-60FT WIDTH: 30-50FT	BB
NWS	20	NORWAY SPRUCE	PICEA ABIES	CONIFEROUS TREE	HEIGHT: 50-70FT WIDTH: 25-30FT	BB
SCP	3	SCOTCH PINE	PINUS SYLVESTRIS	CONIFEROUS TREE	HEIGHT: 30-60FT WIDTH: 30-40FT	BB
DWY	172	DWARF YEW	TAXUS CUSPIDATA	CONIFEROUS SHRUB	HEIGHT: 3-6 FT WIDTH: 3-6 FT	BB
CEA	185	CAT EYE ARBORVITAE		CONIFEROUS SHRUB	HEIGHT: 6-8 FT WIDTH: 3-4 FT	BB

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REVISIONS
1. BUILDING FOOTPRINT AND GRADING REVISIONS 03/10/2023
2. UTILITY REVISIONS 04/11/2023
3. UTILITY AND GRADING
4. UTILITY REVISIONS 10/11/2023

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: ------
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: L9.0

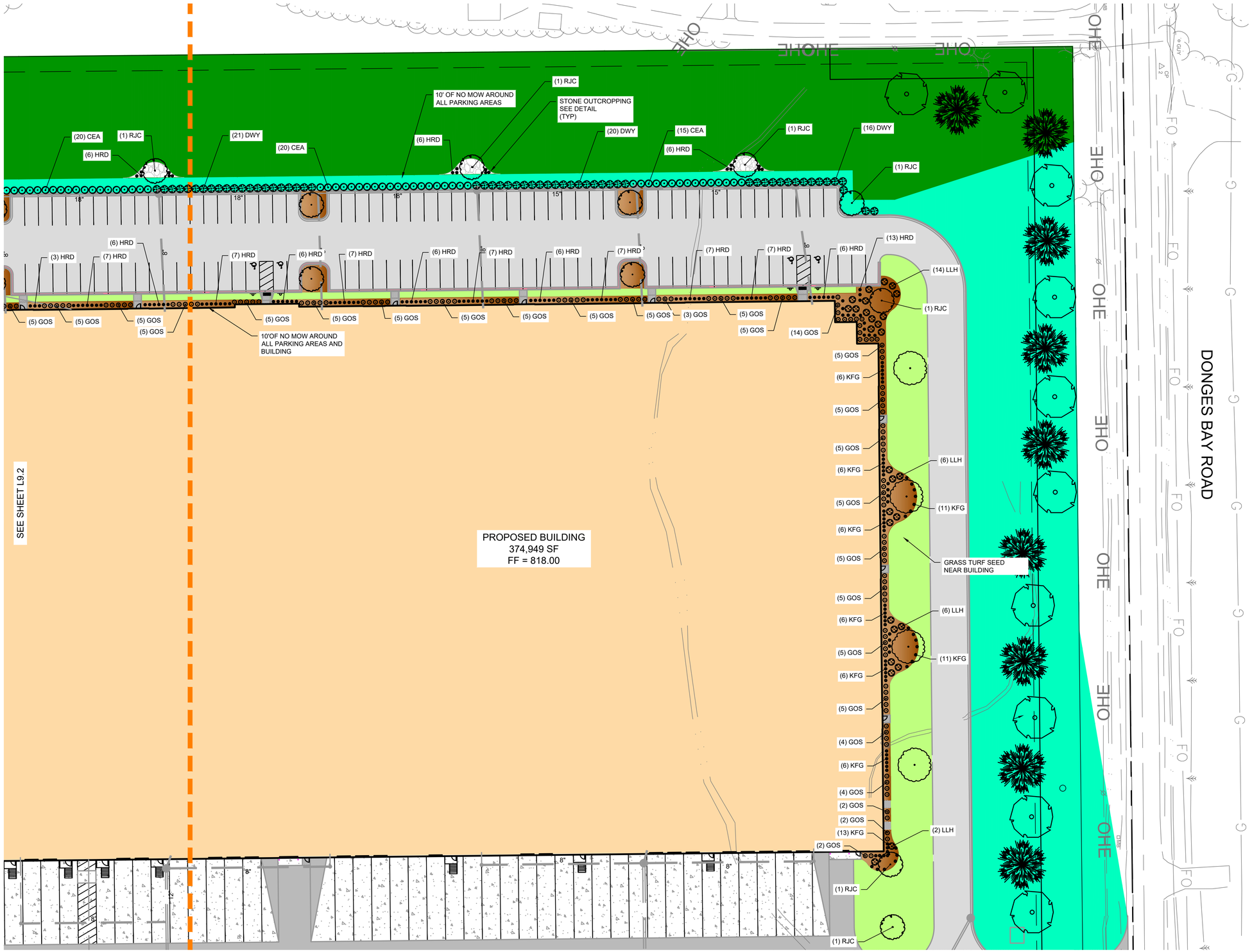
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www.ruekertmielke.com

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PURSUANT TO WISCONSIN STATUTE 182.0175, AVAILABLE DATA ON UNDERGROUND STRUCTURES, CONDUIT AND PIPES HAS BEEN SHOWN ON THIS MAP. THE LOCATIONS SHOWN HAVE BEEN COMPILED FROM A COMBINATION OF EXISTING UTILITY MAPS AND MARKINGS PLACED IN THE FIELD FOR THE VARIOUS FACILITIES BY "DIGGERS HOTLINE" AND SHALL NOT BE TAKEN AS CONCLUSIVE. FIELD VERIFICATION SHALL BE REQUIRED BEFORE ANY EXCAVATION.

OVERALL LANDSCPAE PLAN

"FOR CONSTRUCTION"



0 10 20 30 60

SCALE IN FEET

LEGEND

- GRASS TURF SEED
- PRAIRIE SEED
- NO MOW
- POND
- STONE OUTCROPPING

SEED MIXES TO BE SUBMITTED TO KELLER FOR APPROVAL.

Keller

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Phone (920)766-5795
1-800-236-2534
Fax (920)766-5004

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Phone (608)445-2245

MILWAUKEE
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Goldendale Rd
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1-800-236-2534
Fax (262)250-9740

WAUSAU
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Wausau, WI 54401
Phone (715)849-3141
Fax (715)849-3181

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PROPOSED FOR:
TOWN 9 INDUSTRIAL BUILDING A
N104W12667 DONGES BAY ROAD
GERMANTOWN, WISCONSIN

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EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: _____
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: L9.1

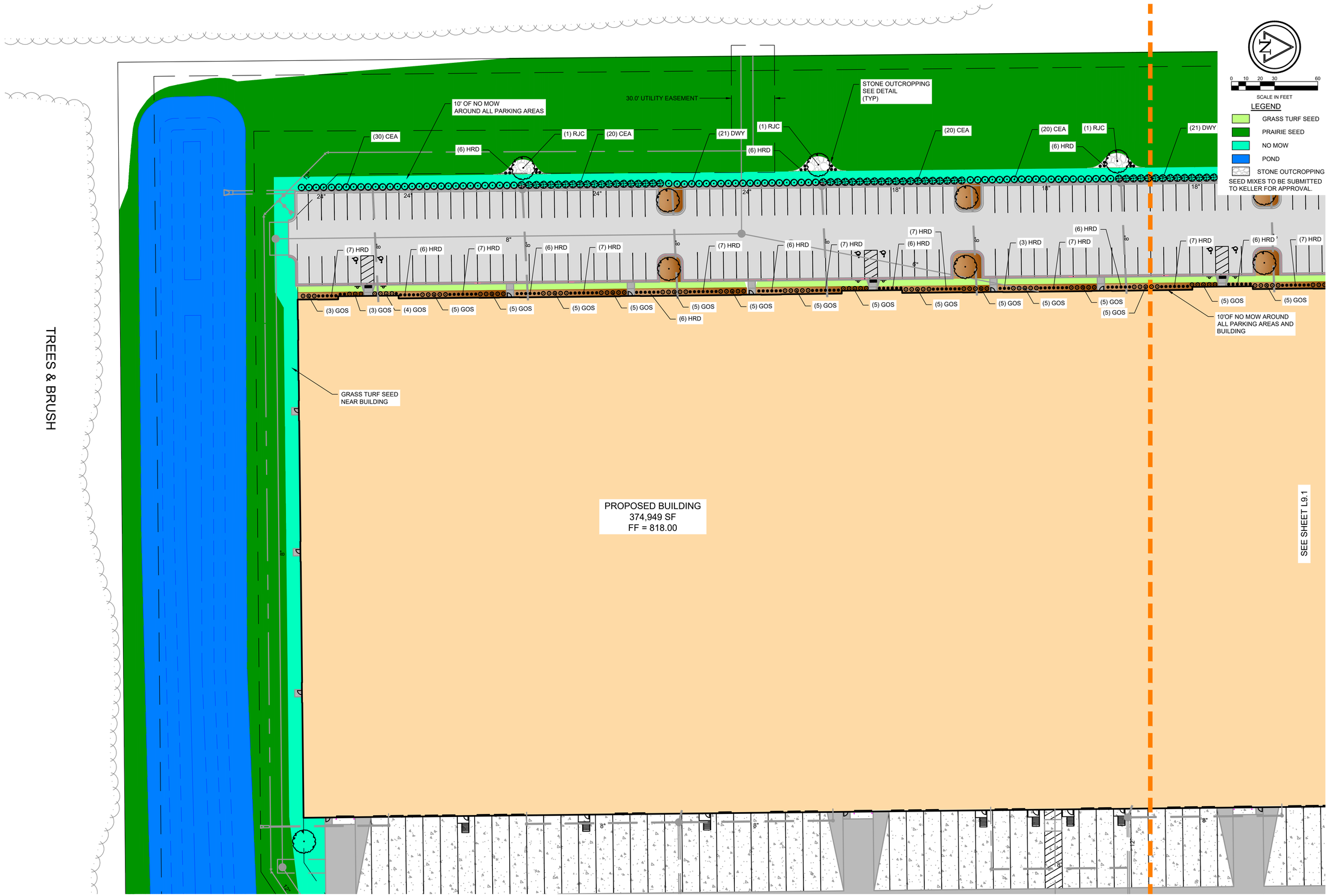
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LANDSCAPE PLAN-1

"FOR CONSTRUCTION"



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PROPOSED FOR:
TOWN 9 INDUSTRIAL BUILDING A
N104W12667 DONGES BAY ROAD
GERMANTOWN, WISCONSIN

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REVISIONS
2 BUILDING FOOTPRINT AND GRADING REVISIONS 03/10/2023
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PROJECT MANAGER: N. LAURENT
DESIGNER: C. MEISEL
DRAWN BY: G. DEPREY
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: ------
CONTRACT NO: 80559
DATE: 3/10/2023
SHEET: L9.2

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LANDSCAPE PLAN-2

"FOR CONSTRUCTION"

TOWN NINE INDUSTRIAL BUILDING A

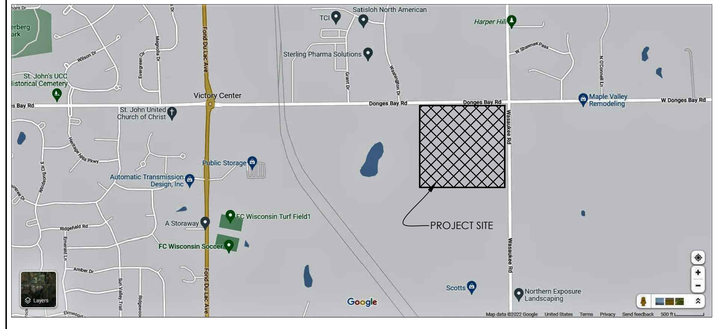
SW CORNER OF DONGES BAY RD. & WASAUKEE RD.
VILLAGE OF GERMANTOWN, WISCONSIN



PROJECT SITE

AERIAL VIEW
SCALE: AS LISTED ON IMAGE

N



PROJECT SITE

VICINITY MAP
SCALE: AS LISTED ON IMAGE

N





RENDERINGS - FOR REFERENCE ONLY
SCALE: N.T.S.

CODE SUMMARY:

CODE REVIEW - TOWN NINE INDUSTRIAL BUILDING A - BUILDING SHELL ONLY.
CODE USED FOR REVIEW: 2015 IBC, WI. COMMERCIAL BUILDING CODE SPS360-366, 377, 384. ICC/ANSI A117.1-2003., 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.

Proposed Building gross square footage = 374,855 s.f.
Fire area (bounded within inside of exterior & interior walls) = 372,468 s.f.

Code Review Notes:
* This code review may use abbreviated or paraphrased descriptions of the sections, tables etc. described below. It may give a design solution to the requirement of the code section.
* Calculations are typically rounded to the nearest half number.

Occupancy Groups (planned):
304 B Business
306.2 F1
311.2 S1
312.1 U (Electric room)

IBC Table 504.4 Allowable Number of Stories Above Grade Plane
Type IIB allows: (3) stories (With Sprinkler System)

IBC 506.2 Allowable Area Maximums (for future tenant spaces = TBD @ time of tenant build-out.)

IBC 507.4 Unlimited Area Buildings, Sprinkled, one-story building (for shell building)
B, F, M, or S buildings = unlimited of any construction type.

IBC Table 508.4 Required Separation of Occupancies (Hours)
B, F1, M, S1 to U = 1 hour.

IBC Table 601 Fire Resistance Rating for Bldg Elements
Type IIB
Primary Structural Frame: 0 hr
Bearing Walls: Exterior - 0 hr, Interior - 0 hr
Non Bearing Walls & Partitions: Exterior - Per Table 602 = 0 hr @> 30' separation
Interior: 0 hr
Floor Construction & Associated Secondary Members: 0 hr
Roof Construction & Associated Secondary Members: 0 hr

IBC 602.2 Construction Type
IBC 602.2 Type IIB

IBC Table 705.8 Max Area of Ext. Wall Openings (Fire Seperation/deg. of protection)
Max. area of ext. wall openings: Protected > 20 feet = NO LIMIT
Unprotected > 30 feet = NO LIMIT.

705.11 Parapets
Parapets not required per exception #6.
EXCEPTION #6: Where the wall is permitted to have not less than 25% of the ext. wall areas containing unprotected openings based on fire seperation distance as determined in accordance with Section 705.8

Table IBC 722.2.1.1: Minimum Pre-cast Thickness (Int. walls at Elec. Rm.)
One Hour Req'd. Thickness dependent on concrete type. Ranges from 3.5 to 2.5 inches minimum. TBD by precast supplier.

IBC 906.1 Portable Fire Extinguishers. Where Required.
Provide fire extinguishers per the IFC and maintain per NFPA 10.
Within 30' of commercial cooking equipment.
In areas where flammable or combustible liquids are stored, used, or dispensed.

IBC 1003.4 Floor Surface
Walking surfaces of the means of egress shall be non-slip and securely attached.

IBC 1004.1 Design Occupant Load
The number of occupants for whom means of egress facilities are provided shall be determined @ time of tenant build-out.)

IBC Table 1004.1.2 Max Floor Area Allowances per Occupant
(TBD @ time of tenant build-out.)

IBC 1004.2 - Increased Occupant Load (Max. 7 S.F. /person)
Occupant load can not exceed one occupant per 7 s.f. of occupiable floor space.

IBC 1005. 1 Means of Egress Sizing. General.
All portions of the egress system shall be sized @ time of tenant build-out.

IBC 1005. 3 Required Capacity Based on Occupant Load
The required capacity, in inches, of the means of egress for any room, area, space or story shall not be less than that determined in accordance with Section 1005.3.1 (Stairways) & 1005.3.2 (Other Egress Components)

Egress width per occupant served = 0.2" per occupant.
Therefore egress width req'd = (TBD @ time of tenant build-out.)

IBC 1006.1 Exit or Exit Access Doorways Required
The number of exits or exit access doorways required within the means of egress system shall comply with the provisions of Section 1006.2 for spaces, including mezzanines, and Section 1006.3 for stories.

IBC 1006.2.1 Common Path of Egress Travel Distance
(2) exits or exit access doorways from any space shall be provided.

IBC 1007.1.1 Two Exits or Exit Access Doorways
Where two exits are required, the exit doors shall be located a distance apart equal to not less than 1/2 the length of the overall diagonal dimension of the building or space served.

IBC 1008.1 Means of Egress Illumination
The Means of egress, including the exit discharge shall be illuminated at all times the building space served by the means of egress is occupied.

IBC 1009.1 Accessible Means of Egress Required
Accessible means of egress: Where more than one means of egress is required, each accessible portion of the space shall be served by not less than two accessible means of egress.

IBC 1010.1.9.2 Hardware Height
Door hardware to be mounted between 34" & 48". (Panic hdwe not req'd.)

IBC 1013.1 Exit Signs, Where Required
Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. (LED required) Exception: Exit signs not req'd in rooms or areas that require only one exit or exit access.

IBC Table 1017. 2 Exit Access Travel Distance
Exit access travel distance in Occupancy F1, M, S1:
Sprinkler System = 250 feet (dictates over B & U occupancies).

Chapter 24 Glass and Glazing
Glazing supplied to project must conform with this section.

SPS 362.1507 Roof slope.
(1) This is a department exception to the requirements in IBC section 1507.12.1: Thermoset single-ply membrane roofs may have a design slope of less than 2 percent, if permitted by the manufacturer's literature or listing criteria.

(2) This is a department exception to the requirements in IBC section 1507.13.1: Thermoplastic single-ply membrane roofs may have a design slope of less than 2 percent, if permitted by the manufacturer's literature or listing criteria.

DRAWING INDEX

REVISIONS (02-14-23 / 03-10-23 / 03-27-23)	SHT. NO.	SHEET TITLE
1 2 3 4 5 6 7		GENERAL
▲ ▲ ▲	T1.0	COVER SHEET
	-	-
1 2 3 4 5 6 7		STRUCTURAL
	S0.0	GENERAL NOTES AND ABBREVIATIONS
	S0.1	PROJECT SCHEDULES AND NOTES
▲	S1.0	OVERALL FOUNDATION PLAN
▲	S1.1	PARTIAL FOUNDATION PLAN
▲	S1.2	PARTIAL FOUNDATION PLAN
▲	S1.3	PARTIAL FOUNDATION PLAN
▲	S3.0	OVERALL ROOF FRAMING PLAN
▲ ▲	S3.1	PARTIAL ROOF FRAMING PLAN
▲ ▲	S3.2	PARTIAL ROOF FRAMING PLAN
▲ ▲	S3.3	PARTIAL ROOF FRAMING PLAN
	S3.4	ROOF DECK FASTENING, UPLIFT & SNOW LOAD PLAN
▲	S4.0	FRAMING ELEVATIONS
	S5.1	SECTIONS AND DETAILS
	S5.2	SECTIONS AND DETAILS
▲	S5.3	SECTIONS AND DETAILS
	S5.4	SECTIONS AND DETAILS
	-	-
1 2 3 4 5 6 7		ARCHITECTURAL
▲	A1.0	OVERAL FLOOR PLAN
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	A1.4	ROOF PLAN AND DETAILS
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▲	A2.2	RENDERED EXTERIOR ELEVATIONS - COLOR
▲	A2.3	RENDERED EXTERIOR ELEVATIONS - COLOR
	A3.0	BUILDING SECTIONS AND DETAILS
▲ ▲	A3.1	WALL SECTIONS AND SECTION DETAILS
▲ ▲	A3.2	WALL SECTIONS AND SECTION DETAILS
▲	A5.0	WINDOW AND DOOR SCHEDULES AND DETAILS

PROJECT GENERAL NOTES:

1. THESE GENERAL NOTES SHALL APPLY TO ALL OF THE DRAWING SHEETS.
2. ALL SUBCONTRACTORS SHALL INSPECT THE SITE AND SHALL VERIFY ALL DATA OF THE EXISTING SITE AND THEIR RELATION TO THE NEW WORK, AND WILL REPORT ANY DISCREPANCIES FOUND TO THE GENERAL CONTRACTOR ("G.C.").
3. CROSS REFERENCES SHOWN ON THE DRAWINGS DO NOT NECESSARILY INDICATE ALL LIKE CONDITIONS AND DO NOT LIMIT APPLICATION OF ANY DRAWING OR DETAIL. WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE BE DETERMINED, CONSULT THE G.C. PRIOR TO PROCEEDING WITH THE WORK.
4. ALL WORK OF THE SUBCONTRACTOR SHALL BE IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES COMPLY WITH ALL GOVERNING LAWS - FEDERAL, STATE, AND LOCAL JURISDICTIONS.
5. DRAWINGS ARE NOT TO BE SCALED. ALL CONTRACTORS ARE TO VERIFY ALL DIMENSIONS AND FIELD CONDITIONS PRIOR TO COMMENCING WORK.
6. ALL ADJACENT PROPERTY WILL BE PROTECTED FROM DAMAGE AND IF CHANGED, WILL BE RETURNED TO ITS ORIGINAL CONDITION. MAINTAIN ACCESS TO ADJACENT PROPERTIES AT ALL TIMES.
7. PRIOR TO THE COMMENCEMENT OF WORK, THE SUBCONTRACTORS SHALL CAREFULLY EXAMINE THE SITE OF WORK TO VERIFY UTILITIES AND OTHER EXISTING CONDITIONS, WHETHER OR NOT SHOWN ON THE DRAWINGS, LOCATE ALL GENERAL SITE REFERENCE DATA FOR PROPERTY LINES AND GRADING ELEVATIONS, AND DO THAT WORK WHICH IS NECESSARY TO PREVENT THEIR DISLOCATION OR DESTRUCTION.
8. AT THE END OF EACH DAY'S WORK, THE CONTRACTORS SHALL CLEAN ALL DEBRIS AND WILL LEAVE THE CONSTRUCTION AREA AND THE SURROUNDING ARE CLEAN IN SUCH A MANNER TO ELIMINATE INTERFERENCE AND HAZARD.
9. THE SUBCONTRACTORS SHALL BE RESPONSIBLE FOR ALL CUTTING, FITTING, OR PATCHING THAT MAY BE REQUIRED TO COMPLETE THE WORK. ALL PATCHING AS MAY BE REQUIRED SHALL BE WITH METHODS AND MATERIALS TO MATCH CONDITIONS AND MATERIALS.
10. THE ARCHITECT WILL NOT BE HELD RESPONSIBLE FOR ANY WORK THAT DEVIATES FROM THESE CONSTRUCTION DOCUMENTS.
11. WHERE PRODUCTS AND MANUFACTURES ARE SPECIFIED, THE SUBCONTRACTOR MAY USE AN EQUIVALENT ONLY IF SUBMITTED TO AND APPROVED BY THE G.C. IN SUCH CASE THE SUBCONTRACTOR SHALL SUBMIT SPECIFICATION SHEETS AND SAMPLES AS APPLICABLE FOR THE G.C.'s REVIEW PRIOR TO ORDERING OR INSTALLING MATERIALS.
12. SHOP DRAWINGS SHALL BE SUBMITTED TO THE G.C. FOR REVIEW PRIOR TO FABRICATION OF ANY WORK SPECIFIED IN THE CONSTRUCTION DOCUMENTS. THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD DIMENSIONS AND PROPER INSTALLATION OF SAID WORK.
13. CONTRACTORS SHALL ENSURE ALL PERMITS NECESSARY FOR CONSTRUCTION ARE OBTAINED PRIOR TO CONSTRUCTION PROCEEDING.
14. THESE PLANS TO THE BEST OF KNOWLEDGE, COMPLY WITH THE CURRENT AND STANDARD LAWS AND CODES FOR ACCESSIBILITY REQUIREMENTS.

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PROPOSED BUILDING #1 FOR:
TOWN NINE INDUSTRIAL BUILDING A
N104W12667 DONGES BAY RD., GERMANTOWN, WISCONSIN

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WISCONSIN MICHAEL G. MULLER A-7252 PORT WASHINGTON WI

03/27/2023

REVISIONS
REV. 1 - 02/14/23
REV. 2 - 03/10/23
REV. 3 - 03/27/23

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MANSKE
DRAWN BY: HMI
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 01.18.2023
SHEET: T1.0

GENERAL NOTES

1.1 GENERAL:

1.1.1 SCOPE: THE FOLLOWING GENERAL AND SPECIFIC NOTES SHALL APPLY EQUALLY TO ALL CONTRACTORS AND SUPPLIERS ENGAGED IN EXECUTION OF THE WORK SHOWN ON THE CONTRACT DOCUMENTS. THESE NOTES SUPPLEMENT AND ARE MADE A PART OF THE PLANS AND SPECIFICATIONS.

1.1.2 REFERENCES: ALL CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE FOLLOWING:
- PLANS AND SPECIFICATIONS
- GOVERNING LOCAL AND MUNICIPAL CODES
- 2018 WISCONSIN COMMERCIAL BUILDING CODE
- 2015 INTERNATIONAL BUILDING CODE (IBC)
- ASCE 7-10
- ASTM INTERNATIONAL (ASTM)
- OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

CONCRETE CONSTRUCTION:
- AMERICAN CONCRETE INSTITUTE (ACI)
- CONCRETE REINFORCING STEEL INSTITUTE (CRSI)
- PRECAST/PRESTRESSED CONCRETE INSTITUTE (PCI)

STRUCTURAL AND MISCELLANEOUS STEEL WORK:
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

STEEL JOIST, STEEL DECK, AND ACCESSORIES:
- STEEL JOIST INSTITUTE (SJI)
- STEEL DECK INSTITUTE (SDI)

CONTRACTOR SHALL ENSURE FAMILIARITY OF THE ABOVE ITEMS. INSPECTIONS AND OBSERVATIONS WILL BE IN CONFORMANCE WITH THE ABOVE.

1.1.3 DESIGN DATA:

RISK CATEGORY	CATEGORY II
FLOOR DEAD LOADS (D):	
CONCRETE SLAB ON GRADE	70 PSF
ROOF DEAD LOADS (D):	
STEEL ROOF	12.7 PSF
STEEL ROOF + SOLAR PANELS	17.7 PSF
FLOOR LIVE LOADS (L):	
STAIRS AND EXITS	100 PSF
STORAGE WAREHOUSE	
LIGHT	125 PSF
ROOF LIVE LOADS (L_r):	
AWNINGS AND CANOPIES	20 PSF
ORDINARY FLAT, PITCHED, OR CURVED ROOF	20 PSF
SNOW LOADS (S):	
GROUND SNOW LOAD, P_g	30 PSF
EXPOSURE FACTOR, C_e	1.0
THERMAL FACTOR, C_t	1.0
IMPORTANCE FACTOR, I_s	1.0
FLAT ROOF SNOW LOAD, P_f	21 PSF + DRIFT
ROOF SLOPE FACTOR, C_s	1.0
DESIGN ROOF SNOW LOAD, P_s	21 PSF + DRIFT
WIND LOADS (W) (ASCE 7-10 MWFRS DIRECTIONAL PROCEDURE, PART 1, ALL H):	
BASIC WIND SPEED, V_{ult}	115 MPH
EXPOSURE CATEGORY	C
ENCLOSURE CLASSIFICATION	ENCLOSED
INTERNAL PRESSURE COEFFICIENT, G_{CPi}	+/- 0.18
COMPONENTS AND CLADDING DESIGN PRESSURES: (ASCE 7-10 CHAPTER 30)	

	EFFECTIVE WIND AREAS* (ULTIMATE LOADS)			
	10 SF	50 SF	100 SF	500 SF
ROOF ZONES*				
NEG. ZONE 1 (FIELD)	-35.3 PSF	-33.2 PSF	-32.3 PSF	
NEG. ZONE 2 (PERIMETER)	-59.3 PSF	-44.6 PSF	-38.3 PSF	
NEG. ZONE 3 (CORNER)	-89.3 PSF	-53.6 PSF	-38.3 PSF	
POS. ALL ZONE	16.0 PSF	16.0 PSF	16.0 PSF	
PARAPET ZONES*	10 SF	100 SF	500 SF	
CASE A - INTERIOR ZONE	81.2 PSF	55.4 PSF	52.0 PSF	
CASE A - CORNER ZONE	111.9 PSF	55.4 PSF	52.0 PSF	
CASE B - INTERIOR ZONE	-56.9 PSF	-47.3 PSF	-40.6 PSF	
CASE B - CORNER ZONE	-65.0 PSF	-50.6 PSF	-40.6 PSF	
WALL ZONES*	10 SF	100 SF	500 SF	
NEG. ZONE 4 (INTERIOR ZONE)	-35.0 PSF	-30.3 PSF	-27.0 PSF	
NEG. ZONE 5 (CORNER ZONE)	-43.1 PSF	-33.6 PSF	-27.0 PSF	
POS. ZONE 4 & 5	32.3 PSF	27.6 PSF	24.3 PSF	

*NOTES:
- REFER TO ASCE 7-10, FOR ZONE DIAGRAMS.
- PLUS AND MINUS SIGNS INDICATE PRESSURES ACTING TOWARD OR AWAY FROM BUILDING SURFACES RESPECTIVELY.
- PRESSURES MAY BE INTERPOLATED BETWEEN THE EFFECTIVE WIND AREAS.
- SEE DRAWINGS FOR NET UPLIFT ON JOISTS AND JOIST GIRDERS.
- FOR # = 15'-10"

SEISMIC (E):	
IMPORTANCE FACTOR, I_e	1.0
0.2, MAPPED SPECTRAL RESPONSE ACCELERATION, S_s	0.20%g
1.0, MAPPED SPECTRAL RESPONSE ACCELERATION, S_1	4.50%g
SITE CLASS	D
0.2, SPECTRAL RESPONSE COEFFICIENT, S_{DS}	0.087
1.0, SPECTRAL RESPONSE COEFFICIENT, S_{D1}	0.072
SEISMIC DESIGN CATEGORY	B
STRUCTURAL SYSTEM	BEARING WALL SYSTEM
SEISMIC RESISTING SYSTEM	ORDINARY PRECAST SHEAR WALLS
RESPONSE MODIFICATION COEFFICIENT, R	3.0
SYSTEM OVERSTRENGTH FACTOR, OMEGA	2.0
DEFLECTION AMPLIFICATION FACTOR, C_d	3.0
SEISMIC RESPONSE COEFFICIENT, C_s	0.029
DESIGN BASE SHEAR, V	412 KIPS
ANALYSIS PROCEDURE	EQUIVALENT LATERAL FORCE ANALYSIS

1.1.4 DESIGN CRITERIA:

SOIL BEARING CAPACITY . . . . . 3000 PSF (REPORT)

GEOTECHNICAL REPORT:
REFER TO GEOTECHNICAL ENGINEERING EXPLORATION AND ANALYSIS, PREPARED BY PROFESSIONAL INDUSTRIES, INC., REPORT # 00523075, DATED DECEMBER 3, 2022.

CONCRETE (NORMAL WEIGHT UNO):	
FOOTINGS AND SUB-SLABS	f'_c = 4000 PSI
TRENCH FOOTINGS	f'_c = 3000 PSI
CIP WALLS AND PIERS	f'_c = 4000 PSI
INTERIOR SLAB ON GRADE	f'_c = 4000 PSI
EXTERIOR SLABS	f'_c = 4000 PSI
PRECAST WALL PANELS	f'_c = 5000 PSI (MINIMUM)
GROUT:	
UNDER BASE PLATES, ASTM C1107 GRADE A, B, OR C	f'_c = 7000 PSI
REINFORCEMENT STEEL:	
#3 BARS & LARGER, ASTM A615 GRADE 60	F_y = 60000 PSI
WELDED WIRE REINFORCEMENT, ASTM A706 GRADE 60	F_y = 60000 PSI
WELDED WIRE REINFORCEMENT, ASTM A1064	F_y = 65000 PSI
PRESTRESSED, ASTM A416 GRADE 270	=270000 PSI
STRUCTURAL STEEL:	
ANGLE SHAPES & PLATES, ASTM A36	F_y = 36000 PSI
RIDE FLANGE SHAPES, ASTM A992	F_y = 50000 PSI
HSS TUBE SHAPES, ASTM A500 GRADE B	F_y = 46000 PSI
CHANNEL SHAPES, ASTM A36	F_y = 36000 PSI
STEEL DECKING:	
16-22GA ROOF DECK	F_y = 33000 PSI
FASTENERS:	
WELDS	E70XX ELECTRODES
>=5/8" HIGH-STRENGTH BOLTS, ASTM A325-N	
<=1/2" DIA NON-HIGH STRENGTH BOLTS, ASTM A307	
ANCHOR BOLTS, ASTM F1554 GRADE 36	F_y = 36000 PSI
THREADED ROD, ASTM A307	F_y = 36000 PSI
NUTS AT STRUCTURAL BOLTS, ASTM A563 GRADE C	
WASHERS AT STRUCTURAL BOLTS, ASTM F436 TYPE 1	
WASHERS AT ANCHOR BOLTS, A36	F_y = 36000 PSI
HEADED SHEAR CONNECTOR STUDS, ASTM A108	
EXPANSION ANCHORS (CARBON STEEL)	KWIK-BOLT T BY HILTI, INC.
EXPANSION ANCHORS (GALVANIZED, STAINLESS STEEL)	KWIK-BOLT 3 BY HILTI, INC.
CONCRETE EPOXY ANCHORS	HIT HY-200 V3 BY HILTI, INC.
SCREW ANCHORS (3/8" - 1/4")	KWIK-HUS EZ BY HILTI, INC.
POWDER ACTUATED FASTENERS	X-ENP-19 L15 BY HILTI, INC.
POWER ACTUATED FASTENERS	X-U 0R SD BY HILTI, INC.
STEEL DECKING FASTENERS	X-HSN24 BY HILTI, INC.
SELF-DRILLING SCREWS	TEKS BY ITW BUILDEX

DEFLECTION LIMITS

MEMBERS	LIVE	WIND	DEAD + LIVE OR SNOW
ROOF MEMBERS			
NOT SUPPORTING CEILINGS	L/240	L/240	L/180

1.1.5 EXECUTION: CONTRACTOR TO CROSS CHECK DIMENSIONS, ELEVATIONS, SECTIONS AND DETAILS BETWEEN ARCHITECTURAL, MECHANICAL AND STRUCTURAL PLANS. AMBROSE ENGINEERING IS TO BE NOTIFIED OF ANY VARIANCE THAT WILL AFFECT THE STRUCTURAL FRAMING BEFORE CONTRACTOR BEGINS WORK. ALL EQUIPMENT SUPPORTS AND ANCHORAGES TO BE CROSS CHECKED WITH MANUFACTURER'S DRAWINGS. CONTRACTORS SHALL VERIFY ALL PROFILES, HEIGHTS AND DIMENSIONS AT PROJECT SITE PRIOR TO FABRICATION OF ANY MATERIAL AND INFORM THE ENGINEER OF ANY DISCREPANCIES OR FRAMING INTERFERENCES.

1.1.6 PROJECT CONDITIONS: ALL EXISTING BUILDING DIMENSIONS AND CONDITIONS MUST BE FIELD VERIFIED PRIOR TO FABRICATION. AMBROSE ENGINEERING SHALL NOT BE RESPONSIBLE FOR ANY EXISTING INFORMATION SUPPLIED BY THE OWNER/ARCHITECT NOR BE LIABLE FOR THOSE EXISTING CONDITIONS THAT VARY FROM THE PREVIOUSLY GIVEN INFORMATION.

1.1.7 SHOP DRAWINGS/SUBMITTALS: SHALL BE SUBMITTED BY THE GENERAL CONTRACTOR TO THE ARCHITECT/ENGINEER FOR APPROVAL BEFORE FABRICATION MAY PROCEED.
SHOP DRAWINGS/SUBMITTALS SHALL BE PROVIDED FOR THE FOLLOWING COMPONENTS:
CONCRETE DESIGN MIXES, REINFORCING STEEL, PRECAST CONCRETE WALL PANELS, STRUCTURAL STEEL, STEEL JOISTS AND GIRDERS, STEEL DECKING, AND METAL FABRICATIONS.

NOTES:
- GENERAL CONTRACTOR SHALL REVIEW AND STAMP SHOP DRAWINGS BEFORE SUBMITTAL TO ARCHITECT/ENGINEER.
- SUBMIT (2) COPIES TO ARCHITECT/ENGINEER FOR REVIEW. (1) REVIEWED COPY WILL BE RETURNED. ANY ADDITIONAL SHOP DRAWING COPIES WILL NOT BE RETURNED.
- ALL SHOP DRAWINGS SHALL CONTAIN THE ISSUE DATE INDICATED ON THE CONSTRUCTION DOCUMENTS, ALONG WITH ANY ADDENDUMS OR REVISION DATES.
- COPIES OF THE STRUCTURAL DRAWINGS SUBMITTED AS SHOP DRAWINGS WILL BE REJECTED.
- ANY DEVIATIONS FROM THE CONTRACT DOCUMENTS SHALL BE NOTED (CLOUD, NOTE, ETC.) ON THE SHOP DRAWINGS SUBMITTED FOR APPROVAL.
- ANY CHANGES ON RESUBMITTED SHOP DRAWINGS SHALL BE CLOUDED.

1.1.8 DEFERRED COMPONENT SUBMITTALS: SHALL BE SUBMITTED BY THE GENERAL CONTRACTOR TO THE ARCHITECT/ENGINEER PRIOR TO CONSTRUCTION. DEFERRED SUBMITTALS SHALL BE PROVIDED FOR THE FOLLOWING COMPONENTS: PRECAST CONCRETE WALL PANELS AND STEEL JOISTS AND GIRDERS.

NOTES:
- GENERAL CONTRACTOR SHALL REVIEW AND STAMP THE DEFERRED SUBMITTALS BEFORE SUBMITTAL TO ARCHITECT/ENGINEER.
- SUBMIT (4) COPIES OF DRAWINGS AND CALCULATIONS TO ENGINEER. (3) COPIES WILL BE RETURNED WITH ENGINEER'S APPROVAL STAMP.
- ALL COMPONENT SUBMITTALS SHALL BEAR AN ORIGINAL SEAL AND SIGNATURE OF THE COMPONENT DESIGNER.
- ALL SUBMITTED COPIES MUST BE THE FINAL "FIELD USE" SETS WHICH INCLUDES ALL CORRECTIONS MADE DUE TO SHOP DRAWING REVIEW COMMENTS.

1.1.9 SPECIAL INSPECTIONS: AN INSPECTION & TESTING COMPANY SHALL BE RETAINED IN ACCORDANCE WITH THE IBC FOR THE FOLLOWING:

- SOILS AND EARTHWORK SUPPORTING FOUNDATIONS AND SLABS.
- CONCRETE TEST CYLINDERS AND STRENGTH TESTING.
- CONCRETE REINFORCEMENT.
- STRUCTURAL STEEL WELDED AND BOLTED CONNECTIONS.
- JOIST AND JOIST GIRDER WELDED AND BOLTED CONNECTIONS.
- METAL DECK FASTENING.
- POST INSTALLED EXPANSION AND EPOXY ANCHORS.

1.1.10 CONSTRUCTION LOADS: PLACEMENT OF CONSTRUCTION EQUIPMENT, MATERIALS, AND PERSONNEL SHALL NOT EXCEED THE DESIGN LIVE LOAD OF THE STRUCTURE. CONCRETE SHALL CURE A MINIMUM OF 7 DAYS BEFORE THE APPLICATION OF CONSTRUCTION LOADS. IN ADDITION, EQUIPMENT PLACED ON FLOORS SHALL ALSO COMPLY WITH THE FOLLOWING:

FORKLIFT SPACING BETWEEN WHEELS ON AXLE IS NOT LESS THAN 38" c/c OR SCISSOR LIFT SPACING BETWEEN WHEELS ON AXLE IS NOT LESS THAN 25" c/c.

SLAB-ON-GRADE:	ALLOWABLE EQUIPMENT AXLE LOADS	
SLAB DEPTH	FORKLIFT	SCISSOR/PLATFORM LIFTS
4"	NONE	5,400 LBS
5"	8,600 LBS	6,800 LBS
>=6"	11,400 LBS	9,100 LBS

WOODLUS OF SUBGRADE, k (MINIMUM) . . . . . 100 PCI

WHEN AXLE LOADS EXCEED THE VALUES LISTED ABOVE, OR WHEN WHEEL SPACING IS LESS THAN c/c SPACING, CONTACT ENGINEER PRIOR TO OPERATING UNAUTHORIZED EQUIPMENT.

1.1.11 FIELD MODIFICATIONS: MODIFICATIONS OF STRUCTURAL MEMBERS DUE TO MISLOCATION, MISFIT, MECHANICAL INTERFERENCE, OR ANY OTHER CONSTRUCTION ISSUE SHALL NOT BE MADE WITHOUT THE PRIOR APPROVAL OF ENGINEER. NO OPENING SHALL BE PLACED IN ANY STRUCTURAL MEMBER UNLESS SHOWN ON THE CONTRACT STRUCTURAL DRAWINGS OR THE APPROVED SHOP DRAWINGS.

1.1.12 PERMANENT EQUIPMENT: SHALL BE LOCATED ONLY ON THE STRUCTURAL MEMBERS INTENDED TO SUPPORT THIS EQUIPMENT AS SHOWN ON THE CONTRACT DRAWINGS OR THE APPROVED SHOP DRAWINGS. IF STRUCTURAL SUPPORT IS NOT CLEAR, OR A QUESTION ARISES, CONTACT ENGINEER PRIOR TO EQUIPMENT INSTALLATION.

2.1 EARTHWORK:

2.1.1 GEOTECHNICAL REPORT: REFER TO GEOTECHNICAL REPORT INDICATED IN DESIGN CRITERIA FOR SITE CONDITIONS, SUITABLE BEARING MATERIALS, STRUCTURAL FILL, BACKFILL MATERIALS, COMPACTION REQUIREMENTS AND PROJECT SPECIFICATIONS FOR EARTHWORK NOT SPECIFIED HEREIN.

2.1.2 EXCAVATIONS: ALL UNSUITABLE EXISTING FILL AND TOPSOIL SHALL BE EXCAVATED BELOW FOOTING BEARING AND REPLACED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT RECOMMENDATIONS. IF EXCAVATIONS SHOULD INDICATE A SAFE SOIL BEARING CAPACITY LESS THAN THE DESIGN CRITERIA SOIL BEARING CAPACITY THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY AND FOUNDATION REVISED TO MEET THIS CONDITION.

2.1.3 SITE PREPARATION: ALL UNSUITABLE EXISTING FILL AND TOPSOIL SHALL BE EXCAVATED WITHIN THE BUILDING FOOTPRINT AND REPLACED TO FINISHED SLAB GRADE WITH IN ACCORDANCE WITH THE GEOTECHNICAL REPORT RECOMMENDATIONS. PROVIDE COMPACTED AGGREGATE SUB-BASE AND VAPOR RETARDER ABOVE PAD AND BELOW SLAB PER SPECIFICATIONS AND GEOTECHNICAL REPORT RECOMMENDATIONS.

2.1.4 BACKFILLING: BACKFILL EACH SIDE OF FOUNDATION WALLS IN EQUAL LIFTS. WHERE FINAL GRADES CREATE AN UNBALANCED CONDITION, BACKFILL AS FOLLOWS: AT FOUNDATION WALLS STRUCTURALLY CONNECTED TO SLABS (SUCH AS DOCK WALLS), BRACE TOP OF WALL UNTIL SLAB IS IN PLACE AND CURED 7 DAYS MINIMUM.

3.1 CONCRETE:

3.1.1 REFERENCES: CONCRETE CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING STANDARDS AND AS MODIFIED HEREIN:

ACI 117 "SPECIFICATIONS FOR TOLERANCES FOR CONCRETE CONSTRUCTION AND MATERIALS"
ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE"
ACI SP-66 "ACI DETAILING MANUAL"
ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
ACI 347 "GUIDE TO FORMWORK FOR CONCRETE"
ACI 360 "GUIDE TO DESIGN OF SLABS-ON-GROUND"
CRSI "MANUAL OF STANDARD PRACTICE"
CRSI "PLACING REINFORCING BARS"

3.1.2 MATERIALS: PROPORTION CONCRETE MATERIALS TO ATTAIN 28 DAY CONCRETE MIX DESIGN STRENGTHS INDICATED IN THE DESIGN CRITERIA. SEE SPECIFICATIONS FOR ADDITIONAL MATERIAL REQUIREMENTS.

3.1.3 SHOP DRAWINGS/SUBMITTALS: SUBMIT CONCRETE MIX DESIGNS, COMPRESSIVE STRENGTH TEST HISTORY, CEMENT, FLY ASH, AGGREGATE TEST REPORTS, ADMIXTURES, FIBER REINFORCING, REBAR PLACEMENT AND FABRICATION PLANS, LAP LENGTHS, REBAR BENDING DIAGRAMS, AND ALL DETAILS AS REQUIRED TO COMPLETE INSTALLATION.

3.1.4 ACCESSORIES: ALL CONCRETE ACCESSORIES SUCH AS CHAIRS, TIES, ETC., THAT COME IN CONTACT WITH FORMWORK ON EXPOSED CONCRETE SHALL BE GALVANIZED OR PLASTIC COATED. CONCRETE BLOCK OR CLAY MASONRY SHALL NOT BE USED AS CHAIRS FOR SUPPORT OF SLAB-ON-GRADE REINFORCEMENT.

3.1.5 WELDED WIRE REINFORCEMENT: PROVIDE WELDED WIRE REINFORCEMENT IN ACCORDANCE WITH THE DESIGN CRITERIA. WELDED WIRE REINFORCEMENT SHALL BE FLAT SHEETS ONLY, LAPPED 6" MINIMUM AND POSITIONED AT MID-HEIGHT OF THE SLAB THICKNESS, UNO.

3.1.6 SYNTHETIC FIBER REINFORCEMENT: PROVIDE SYNTHETIC FIBER REINFORCEMENT IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AT THE DOSAGE RATE INDICATED ON THE PLANS.

3.1.7 BAR REINFORCEMENT: PROVIDE BAR REINFORCEMENT IN ACCORDANCE WITH THE DESIGN CRITERIA. WHEN BAR REINFORCEMENT IS CALLED FOR IN A CERTAIN PORTION OF THE BUILDING, IT SHALL BE DUPLICATED IN SIMILAR PORTIONS OF THE BUILDING, UNO.

3.1.8 MINIMUM COVER: INSTALL BAR REINFORCEMENT WITH THE FOLLOWING MINIMUM COVER UNLESS A GREATER COVER IS REQUIRED DUE TO FIRE PROTECTION:

CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH . . . . . 3"
CONCRETE EXPOSED TO EARTH AND WEATHER:
#5 BAR AND SMALLER . . . . . 1 1/2"
#6 BAR AND LARGER . . . . . 2"
CONCRETE NOT EXPOSED TO EARTH AND WEATHER OR IN CONTACT WITH GROUND:
SLABS, WALLS, AND JOISTS:
#11 BAR AND SMALLER . . . . . 3/4"
BEAMS AND COLUMNS:
#11 BAR AND SMALLER . . . . . 1 1/2"

3.1.9 DEVELOPMENT: THE MINIMUM DEVELOPMENT LENGTH OF NON-CONTINUOUS BAR REINFORCEMENT IS SHOWN BELOW. TERMINATE WITH A STANDARD HOOK IN ACCORDANCE WITH ACI IF REQUIRED DEVELOPMENT LENGTH CANNOT BE OBTAINED. THE LAP SPLICE LENGTH OF CONTINUOUS BAR REINFORCEMENT IS SHOWN BELOW. IN GROUPS OF PARALLEL BARS, LAP SPLICES SHALL BE STAGGERED.

	DEVELOPMENT LENGTH	LAP SPLICE LENGTH
f'_c = 3000 PSI, GRADE 60, UNCOATED:		
ALL BARS (EXCEPT TOP HORIZ. BARS):		
#6 BAR AND SMALLER	44 BAR DIAMETERS	57 BAR DIAMETERS
#7 BAR AND LARGER	55 BAR DIAMETERS	71 BAR DIAMETERS
TOP HORIZONTAL BARS:		
#6 BAR AND SMALLER	57 BAR DIAMETERS	74 BAR DIAMETERS
#7 BAR AND LARGER	71 BAR DIAMETERS	93 BAR DIAMETERS
f'_c = 4000 PSI, GRADE 60, UNCOATED:		
ALL BARS (EXCEPT TOP HORIZ. BARS):		
#6 BAR AND SMALLER	38 BAR DIAMETERS	50 BAR DIAMETERS
#7 BAR AND LARGER	47 BAR DIAMETERS	62 BAR DIAMETERS
TOP HORIZONTAL BARS:		
#6 BAR AND SMALLER	50 BAR DIAMETERS	64 BAR DIAMETERS
#7 BAR AND LARGER	62 BAR DIAMETERS	80 BAR DIAMETERS

3.1.10 HOT WEATHER CONCRETING: FOLLOW ACI 305 "HOT WEATHER CONCRETING" WHEN MAXIMUM DAILY TEMPERATURE EXCEEDS 85°F, OR RAPID DRYING CONDITIONS EXIST; EVAPORATION RATE > .15 LB/SF/HR PER FIGURE 2.1.5.

3.1.11 COLD WEATHER CONCRETING: FOLLOW ACI 306 "COLD WEATHER CONCRETING" WHEN FREEZING CONDITIONS OR MEAN DAILY TEMPERATURE FALLS BELOW 40°F.

3.1.12 SLABS: MAY BE POURED AS A CONTINUOUS SCREEDED POUR WITH SAW CUT CONTROL JOINTS IN BOTH DIRECTIONS. SAW CUTS TO BE MADE WITHIN 8 HOURS OF POUR AND SPACED AS INDICATED IN THE DRAWINGS.

3.1.13 WALLS: MAXIMUM POUR LENGTH 100 FT BETWEEN FORMED CONSTRUCTION JOINTS. FOR WALLS EXPOSED TO VIEW PROVIDE INTERMEDIATE CONTROL JOINTS NO GREATER THAN 30 FT ON CENTER. JOINTS SHOULD ALIGN WITH BUILDING CONTROL JOINTS WHERE PRESENT AND COORDINATED WITH ARCHITECTURAL DRAWINGS.

3.1.14 OPENINGS: CONTRACTOR TO PROVIDE AND COORDINATE WITH ALL OTHER TRADES FOR SIZE AND LOCATIONS OF ANY AND ALL OPENINGS, SLEEVES, ETC. OCCURRING IN WALLS, FOOTINGS, AND FLOORS. SLEEVE LAYOUTS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION.

3.1.15 BOND BREAKER: PROVIDE BOND BREAKER MATERIAL WHERE SLABS ABUT WALLS, COLUMNS AND OTHER VERTICAL SURFACES.

3.3 PRECAST CONCRETE PANELS:

3.3.1 REFERENCES: PRECAST CONCRETE PANEL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING STANDARDS AND AS MODIFIED HEREIN:

ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
PCI MNL-116 "MANUAL OF QUALITY CONTROL OF PLANTS AND PRODUCTION OF STRUCTURAL PRECAST CONCRETE PRODUCTS"
PCI MNL-117 "MANUAL FOR QUALITY CONTROL FOR PLANTS AND PRODUCTION OF ARCHITECTURAL PRECAST CONCRETE PRODUCTS"
PCI MNL-120 "PCI DESIGN HANDBOOK - PRECAST AND PRESTRESSED CONCRETE"
PCI MNL-123 "DESIGN AND TYPICAL DETAILS OF CONNECTIONS FOR PRECAST AND PRESTRESSED CONCRETE"
PCI MNL-124 "DESIGN FOR FIRE RESISTANCE OF PRECAST PRESTRESSED CONCRETE"
PCI MNL-126 "PCI MANUAL FOR THE DESIGN OF HOLLOW CORE SLABS"

3.3.2 PRODUCTS: FURNISH PANELS OF THICKNESS INDICATED ON DRAWINGS, COMPLETE WITH BACK-UP PANELS, INSULATION, EXTERIOR WYTHE, HEADERS, WELDING INSERTS, BEARING PADS, CONNECTIONS MATERIALS, CAST IN PLACE ANCHORS, LOOSE STEEL PLATES ON ANGLES AND OTHER ACCESSORIES NECESSARY FOR COMPLETE INSTALLATION.

3.3.3 SHOP DRAWINGS/SUBMITTALS: SUBMIT DESIGN LOADS, DESIGN DEFLECTION, DESIGN CAMBER, PANEL LAYOUT, UNIT IDENTIFICATION MARKS, CONNECTION DETAILS, BEARING REQUIREMENTS, DIMENSIONS, OPENINGS, SIZE AND LOCATION OF HEADERS, MATERIAL FINISHES, AND OTHER DETAILS AS REQUIRED TO COMPLETE INSTALLATION.

3.3.4 PROJECT CONDITIONS: CONTRACTOR SHALL FIELD MEASURE AS-BUILT CONSTRUCTION AND CONFIRM ALL DIMENSIONS PRIOR TO FABRICATION OF MATERIAL. ARCHITECT/ENGINEER APPROVAL OF SHOP DRAWINGS DOES NOT RELIEVE CONTRACTOR OF THIS RESPONSIBILITY.

3.3.5 INSTALLATION: CONTRACTOR TO PROVIDE TEMPORARY SHORING AND BRACING OF ALL PANELS AND STEEL SUPPORT FRAMING UNTIL ALL PERMANENT CONNECTIONS ARE COMPLETED.

3.3.6 CONNECTIONS: ANCHORAGE OF PANELS TO STEEL FRAMING, CAST-IN-PLACE CONCRETE SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR INDICATED IN THE FOLLOWING SCHEDULE:

CHOOSE SPANCRETE:

ITEM	FURNISHED BY	INSTALLED BY
1. WELD PLATES CAST INTO PANELS	PANEL	PANEL
2. LEDGER BEAMS	PANEL	PANEL
3. LEDGER BEAM STIF PLATES	PANEL	PANEL
4. ROOF DECK LEDGER ANGLES	PANEL	PANEL
5. FLOOR SLAB LEDGER ANGLES	N/A	N/A
6. ROOF DIAPHRAGM CHORD ANGLES	STEEL	STEEL
7. BEARING PLATES CAST INTO PANELS	PANEL	PANEL
8. PRECAST PLANK LEDGER ANGLES	N/A	N/A
9. PANEL ANCHORS CAST INTO CAST-IN-PLACE CONCRETE	PANEL	CONCRETE
10. WALL ANCHORS AND INSERTS CAST INTO PANEL	PANEL	PANEL
11. PANEL TO PANEL CONN. PLATES	PANEL	PANEL

WHERE REACTIONS ARE NOT INDICATED ON CONTRACT DRAWINGS, PRECAST PANEL DESIGNER SHALL DESIGN CONNECTIONS FOR THE GREATER OF ACI 318 FACTORED LOADS OR THE FOLLOWING MINIMUM UNFACTORED LOADS:

	VERTICAL (D+S OR L_r)	OUT-OF-PLANE TEN/COMP (W OR E)	IN-PLANE SHEAR (W OR E)
LEDGER BEAMS MINIMUM (2) PER PANEL	7.5 KIPS	1.6 KIPS	2.0 KIPS
ROOF DECK LEDGER ANGLES MINIMUM (2) PER PANEL	2.5 KIPS	1.6 KIPS	2.0 KIPS
FLOOR SLAB LEDGER ANGLES MINIMUM (2) PER PANEL	N/A	N/A	N/A

3.3.7 TENSION TIES: TENSION TIES SHALL BE PROVIDED PER ACI 318 IN THE TRANSVERSE, LONGITUDINAL, AND VERTICAL DIRECTIONS AND AROUND THE PERIMETER OF THE STRUCTURE TO EFFECTIVELY TIE ELEMENTS TOGETHER.

3.3.8 FINISH SURFACE: EXTERIOR WYTHE SHALL BE FINISHED, IN ACCORDANCE WITH PCI MNL-117, TO MATCH APPROVED SAMPLE COLOR AND TEXTURE.

5.1 STRUCTURAL STEEL:

5.1.1 REFERENCES: STRUCTURAL STEEL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING STANDARDS AND AS MODIFIED HEREIN:

AISC - "SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".
AWS - "STRUCTURAL WELDING CODE - STEEL".
SSPC - "STEEL STRUCTURES PAINTING MANUAL", VOLUME 1 AND 2.

5.1.2 PRODUCTS: COMPLY WITH ASTM REQUIREMENTS FOR STRENGTH OF MATERIALS INDICATED FOR THE GENERAL DESIGN CRITERIA.

5.1.3 CONNECTIONS: CONNECTIONS NOT DETAILED ON DRAWINGS SHALL BE DESIGNED BY THE FABRICATOR FOR THE FOLLOWING REQUIREMENTS:

1. BEAM CONNECTIONS SHALL BE AISC STANDARD FRAMED BEAM CONNECTIONS.

2. FIELD CONNECTIONS SHALL BE BOLTED WITH 3/4" DIAMETER HIGH STRENGTH ASTM A325 BOLTS, BEARING TYPE N WITH STANDARD ROUND HOLES.

3. WHERE SLOTTED CONNECTIONS ARE REQUIRED, ADJUST BOLT VALUES ACCORDINGLY.

4. WHERE REACTIONS ARE NOT INDICATED ON DRAWINGS DESIGN CONNECTION FOR 60% OF THE TOTAL UNIFORM LOAD CAPACITY SHOWN IN THE AISC TABLES OF UNIFORM LOAD CONSTANTS.

5. THE FOLLOWING CONDITIONS SHALL BE CHECKED WHEN DESIGNING BEAM CONNECTIONS: BOLT SHEAR, BOLT BEARING ON CONNECTING MATERIAL, BLOCK WEB SHEAR, SHEAR ON THE NET AREA OF THE CONNECTING ANGLES, PLATES OR TEES AND LOCAL BENDING STRESS.

6. STEEL CONTRACTOR TO PUNCH HOLES IN STEEL MEMBERS FOR ARCHITECTURAL CONNECTIONS. REFER TO ARCHITECTURAL PLANS.

5.1.4 PAINT: FOR ALL STRUCTURAL STEEL -FABRICATOR'S GRAY RUST INHIBITING PRIMER PER SSPC-SP2. DO NOT PAINT STRUCTURAL SURFACES TO BE IN CONTACT WITH POURED CONCRETE, SURFACES TO BE WELDED, SURFACES TO RECEIVE WELDED STUDS OR SURFACES TO RECEIVE SPRAY ON FIREPROOFING.

5.1.5 TEMPORARY BRACING: THE BUILDING FRAME, DURING CONSTRUCTION, IS NOT A SELF-SUPPORTING STEEL FRAME AS DEFINED IN THE AISC CODE OF STANDARD PRACTICE, SECTION 7.10 (SIXTH EDITION). CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORTS FOR THE FRAME UNTIL ALL THE DESIGN SUPPORTS AND ITS COMPONENTS ARE REPLACED IN FINISHED CONDITION IN ACCORDANCE WITH THE GEOTECHNICAL REPORT RECOMMENDATIONS. PROVIDE COMPACTED AGGREGATE SUB-BASE AND VAPOR RETARDER ABOVE PAD AND BELOW SLAB PER SPECIFICATIONS AND GEOTECHNICAL REPORT RECOMMENDATIONS.

5.1.6 WELD IDENTIFICATION: EACH STRUCTURALLY SIGNIFICANT MEMBER SHALL HAVE ITS WELDING IDENTIFIED BY A DISTINGUISHING MARK STAMPED ON THE MEMBER BY THE CERTIFIED WELDERS INVOLVED.

5.2 STEEL JOIST:

5.2.1 REFERENCES: PERFORM CONSTRUCTION WORK IN ACCORDANCE WITH THE FOLLOWING STANDARDS AND AS MODIFIED HEREIN:

SJI 'STANDARD SPECIFICATIONS FOR OPEN WEB STEEL JOIST K-SERIES'
SJI 'STANDARD SPECIFICATIONS FOR LONGSPAN STEEL JOIST

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PROPOSED BUILDING #1 FOR: TOWN NINE INDUSTRIAL BUILDING A

N104W1266 DONGES BAY RD., GERMANTOWN, WISCONSIN

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AMBROSE ENGINEERING

PHONE: 262-377-7602
AE PROJECT# 022-372

REVISIONS

3	03/27/23	Revision 3

PROJECT MANAGER: N. LAURENT

DESIGNER: AEI

DRAWN BY: K. DEBROUX

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SUPERVISOR: T. WAGNER

PRELIMINARY NO: P22121

CONTRACT NO: 80559

DATE: 1.18.2023

SHEET: S0.1

COLUMN SCHEDULE

MARK	SIZE	BASE PLATE	ANCHOR BOLTS
C-01	HSS10x10x5/16	PL3/4x16x1'-4"	(4) 3/4"
C-02	HSS10x10x3/8	PL3/4x16x1'-4"	(4) 3/4"
C-03	HSS10x10x3/8	PL1x18x2'-7"	(10) 1 1/4"
C-04	HSS10x10x3/8	PL1x18x3'-10"	(10) 1 1/4"

- PROVIDE 1/4" SETTING PLATE SAME SIZE AS BASE PLATE.
- FOR ANCHOR BOLT EMBEDMENT AND PLATE WASHER REQUIREMENTS SEE DETAIL 1/S5.2

CONCRETE PIER SCHEDULE

MARK	SIZE	VERT REINF	TIES
CP-01	12"x12"	(4) #4	#3 @ 12" OC
CP-02	22"x34"	(10) #5	#3 @ 6" OC

- PROVIDE DOWELS INTO FOOTING SAME SIZE AND QUANTITY AS PIER VERTICALS.

FOOTING SCHEDULE

MARK	SIZE	REINFORCING EACH WAY
F-01	6'-0"x6'-0"x12"	(6) #5
F-02	6'-6"x6'-6"x12"	(6) #6
F-03	6'-6"x6'-6"x14"	(6) #6
F-04	7'-0"x7'-0"x14"	(7) #6
F-05	8'-0"x8'-0"x18"	(8) #6 T&B
F-06	12'-0"x12'-0"x24"	(11) #7 T&B
F-07	13'-0"x13'-0"x24"	(12) #7 T&B

- SOIL CAPACITY = 3000 PSF (REPORT).

SLAB ON GRADE NOTES

1. FINISHED FLOOR - EL 100'-0"
   (unless noted otherwise)
   FIN FLR IS FOR REFERENCE ONLY - SEE CIVIL DWGS FOR DATUM INFORMATION
2. SEE ARCHITECTURAL DRAWINGS FOR UNDER SLAB INSULATION REQUIREMENTS
3. SEE DETAILS 5/S5.2 AND 6/S5.2 FOR SLAB JOINT DETAILS.
4. SEE DETAIL 7/S5.2 FOR SUPPLEMENTAL SLAB REINFORCING
5. STOOP SLABS
   5" SLAB w/ #3 @ 12" OC EACH WAY

CONCRETE FOUNDATION NOTES

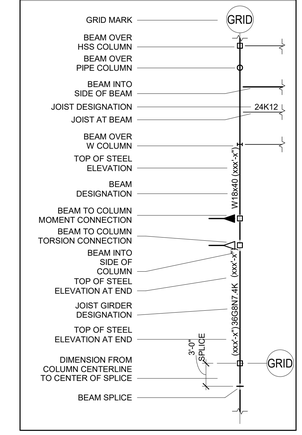
1. TOP OF FOOTINGS
   INTERIOR - EL 99'-4"
   (unless noted otherwise)
   TRENCH - EL 99'-0"
   (unless noted otherwise)
2. (xx'-x") INDICATES TOP OF FOOTING ELEVATIONS.
3. [xx'-x"] INDICATES TOP OF FOUNDATION WALL OR PIER ELEVATION.
4. WALL FOOTINGS
   INTERIOR 2'-0"x12"
   EXTERIOR - 2'-0" MINIMUM x 3'-0" DEEP TRENCH FOOTING w/ (3) #5 CONT TOP & BOTTOM
   (unless noted otherwise)
   STOOPS - 1'-4" x 8" NO REINF
   (unless noted otherwise)
5. SEE ARCH PLANS FOR LOCATION OF NON-BEARING WALLS.
6. COORDINATE ALL FLOOR DRAINS AND PITCHED SLABS WITH ARCHITECTURAL AND PLUMBING DRAWINGS.
7. SEE DETAIL 1/SS.1 AND 2/S5.1 FOR TYPICAL CONCRETE FOUNDATION WALL DETAILS.
8. SEE DETAIL 4/S5.1 FOR TYPICAL FOUNDATION STEPS.
9. SEE DETAIL 8/S5.1 FOR TYPICAL PIPE PENTRATIONS THROUGH FOUNDATIONS.

ROOF FRAMING NOTES

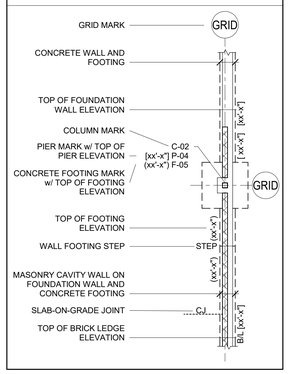
1. RD-01: 1 1/2" ROOF DECK; 22 GA - TYPE B, MECH FASTENED (unless noted otherwise)
   SEE 1/S5.3 FOR FASTENING PATTERN
2. DECK LAYOUT MUST BE 3-SPAN MINIMUM.
3. (xxx'-x") INDICATES DECK BEARING ELEVATIONS.
4. [x"] INDICATES JOIST SEAT HEIGHT.
5. Q_{SNOW} = XXX PSF INDICATES THE MAXIMUM SNOW LOAD AT THE DRIFT AREA SHOWN
6. P_{AX} INDICATES ALLOWABLE AXIAL WIND LOAD (0.6W PER IBC 2015) TO DESIGN JOIST GIRDER TOP CHORD FOR.
7. JOISTS AS DESIGNATED HAVE BEEN DESIGNED FOR THE LOADS INDICATED IN GENERAL NOTE 1.1.3 AND ANY ADDITIONAL LOADS, INCLUDING DRIFTING SNOW AND IMPOUNDED WATER LOADS, SHOWN ON THIS PLAN.
8. PROVIDE BRIDGING, INCLUDING UPLIFT BRIDGING, PER SJI AND OSHA REQUIREMENTS AT ALL JOISTS.
9. PROVIDE DIAGONAL BRIDGING AT FIRST OR SECOND JOIST SPACE EA END.
10. ROOF OPENINGS - VERIFY ALL SIZES AND LOCATIONS WITH ARCHITECTURAL DRAWINGS.
11. PROVIDE L3x3x1/4 FRAME AT ALL SUMP PANS AND ROOF OPENINGS BETWEEN JOISTS SPACED LESS THAN OR EQUAL TO 5'-6" OC. SEE DETAIL 2/S5.3
12. PROVIDE L4x4x1/4 FRAME AT ALL ROOF OPENINGS BETWEEN JOISTS SPACED GREATER THAN 5'-6" OC. SEE DETAIL 2/S5.3
13. SEE DETAIL 3/S5.3 FOR REINFORCING OF JOISTS AT CONCENTRATED LOADS
14. SEE DETAIL 4/S5.3 FOR MECHANICAL EQUIPMENT FRAMING.
15. ALL ANGLES INDICATED ON PLAN AS CONTINUOUS (CONT) SHALL BE SPLICED PER DETAIL 5/S5.3
16. V_u VALUES FOR DIAPHRAGM CONNECTION TO PRECAST WALL ARE ULTIMATE LOADS (1.0W) PER IBC 2015.
17. LEDGER ANGLES AT PRECAST WALLS ARE MINIMUN SIZES TO BE PROVIDED.
18. ROOF STRUCTURE SIZES VALID FOR USE WITH FIRE PROTECTION LAYOUT MADE AVAILABLE TO AMBROSE ENGINEERING, INC ON 03/27/2023.

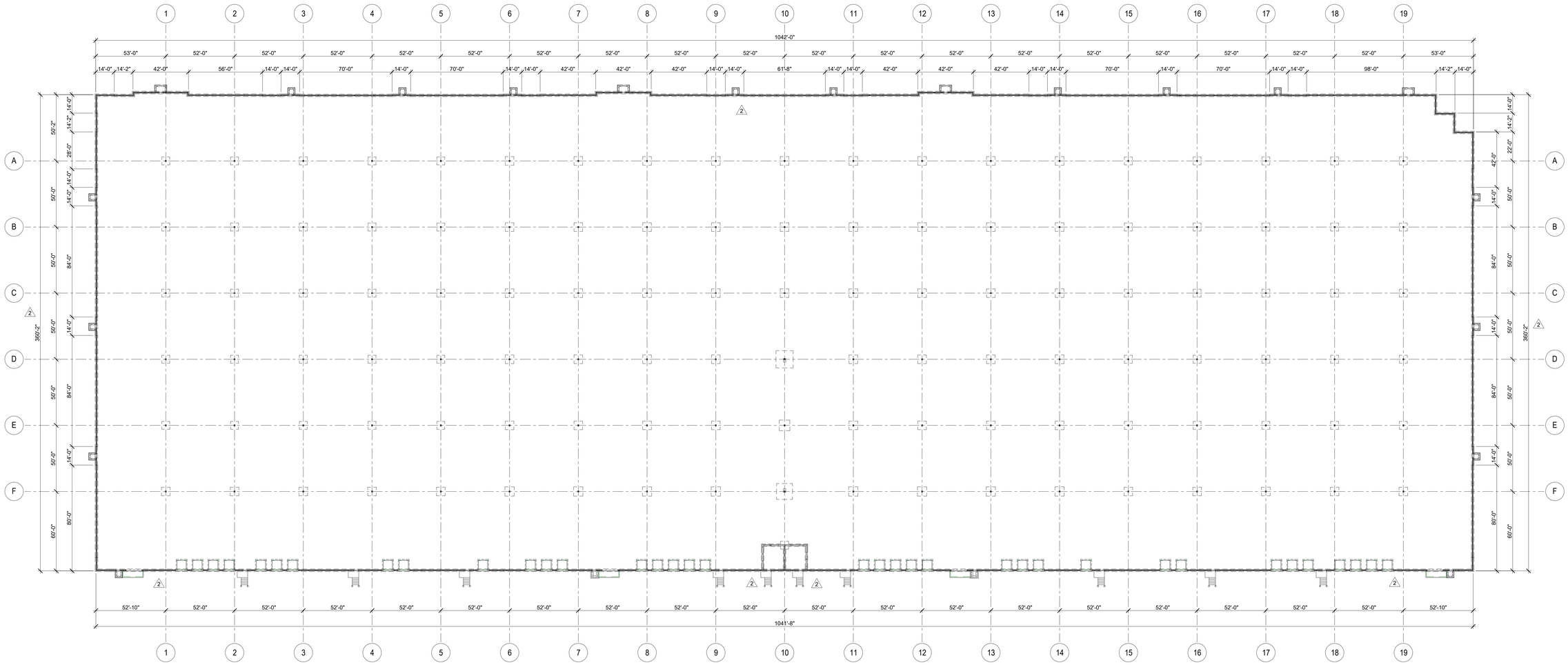
3

STRUCTURAL FRAMING SYMBOL LEGEND



FOUNDATION SYMBOL LEGEND





NORTH

OVERALL FOUNDATION PLAN

SCALE: 1/32" = 1'-0"

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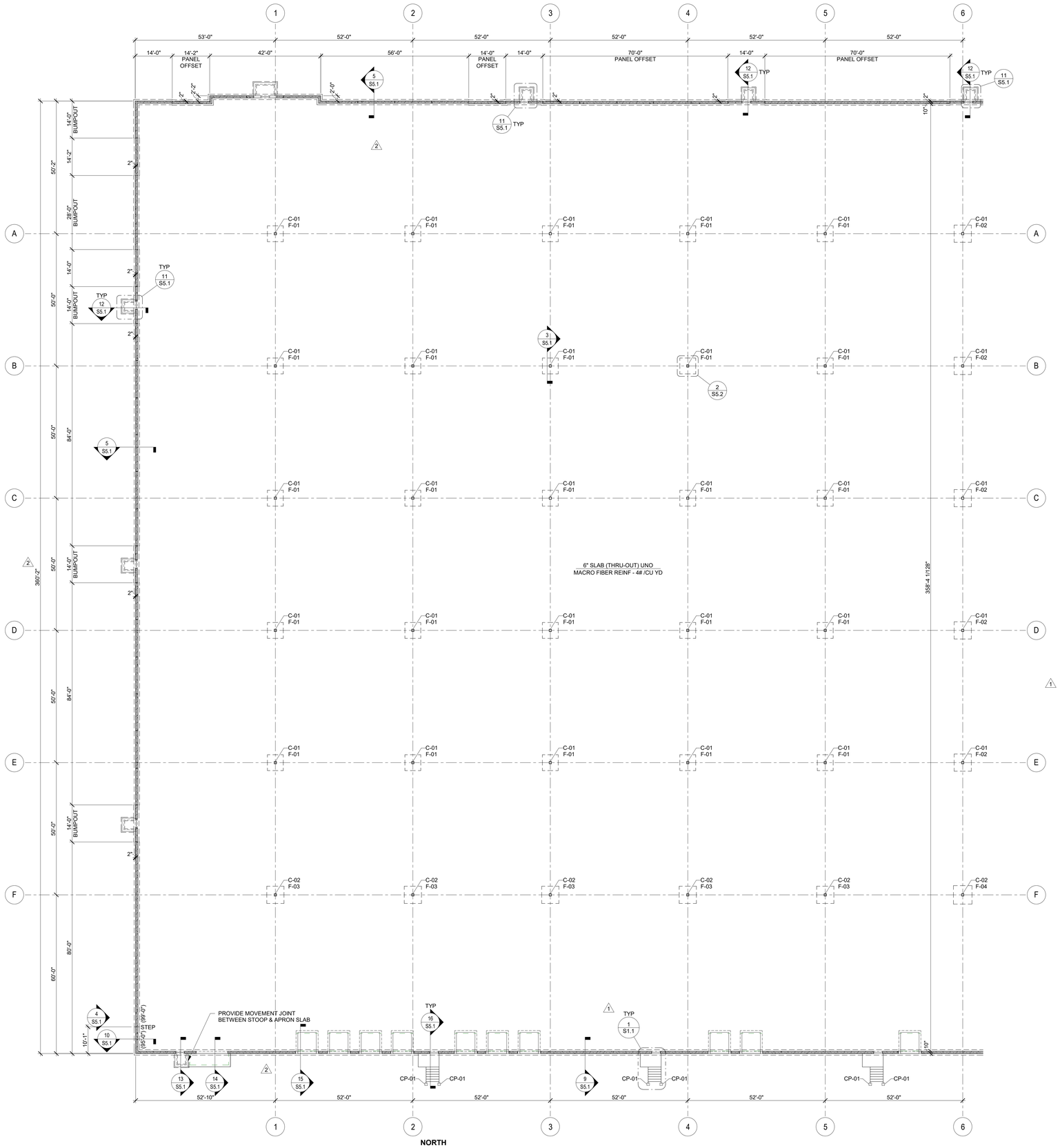
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PHONE: 262-377-7602
AE PROJECT# 022-372

REVISIONS

2	03/14/23	Revision 2

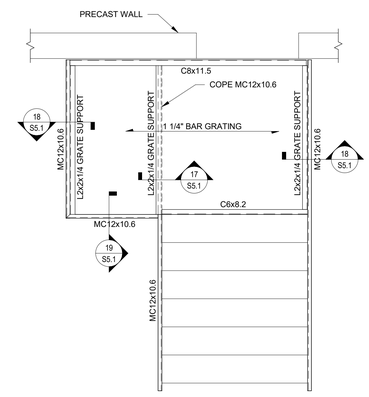
PROJECT MANAGER: N. LAURENT
DESIGNER: AEI
DRAWN BY: K. DEBROUX
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 1.18.2023
SHEET: S1.0



NORTH

PARTIAL FOUNDATION PLAN

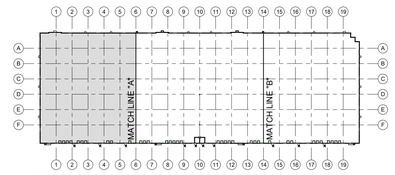
SCALE: 1/16" = 1'-0"



1 TYP EXTERIOR STEEL STAIR PLAN

1 / S1.1

SCALE: 1/2" = 1'-0"



NORTH

FLOOR PLAN KEY - ENLARGED PLAN LOCATOR

SCALE: NOT TO SCALE

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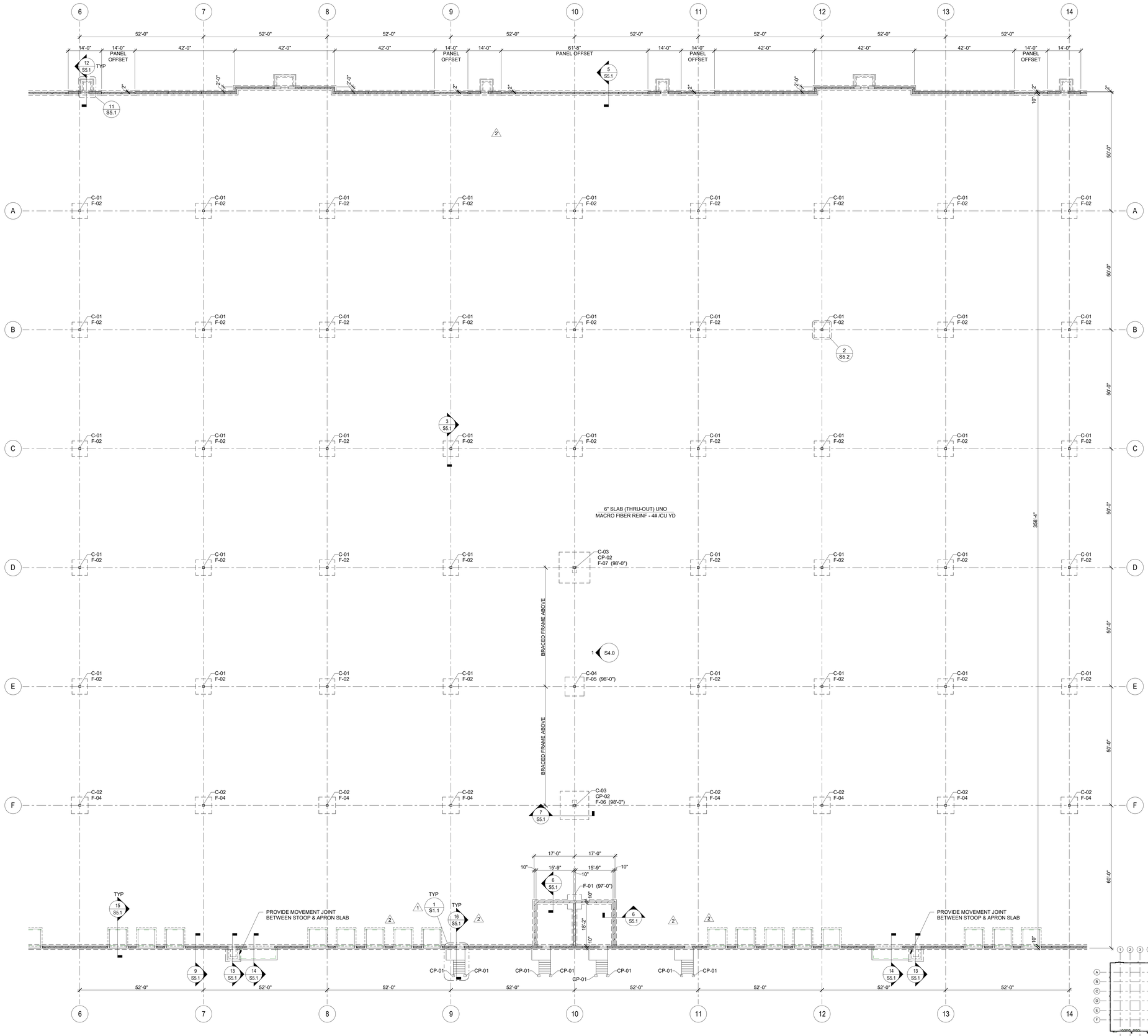
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AE PROJECT# 022-372

REVISIONS

1	02/07/23	Revision 1
2	03/14/23	Revision 2

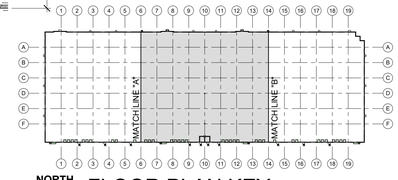
PROJECT MANAGER: N. LAURENT
DESIGNER: AEI
DRAWN BY: K. DEBROUX
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 1.18.2023
SHEET: S1.1



NORTH

PARTIAL FOUNDATION PLAN

SCALE: 1/16" = 1'-0"



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FLOOR PLAN KEY - ENLARGED PLAN LOCATOR

SCALE: NOT TO SCALE

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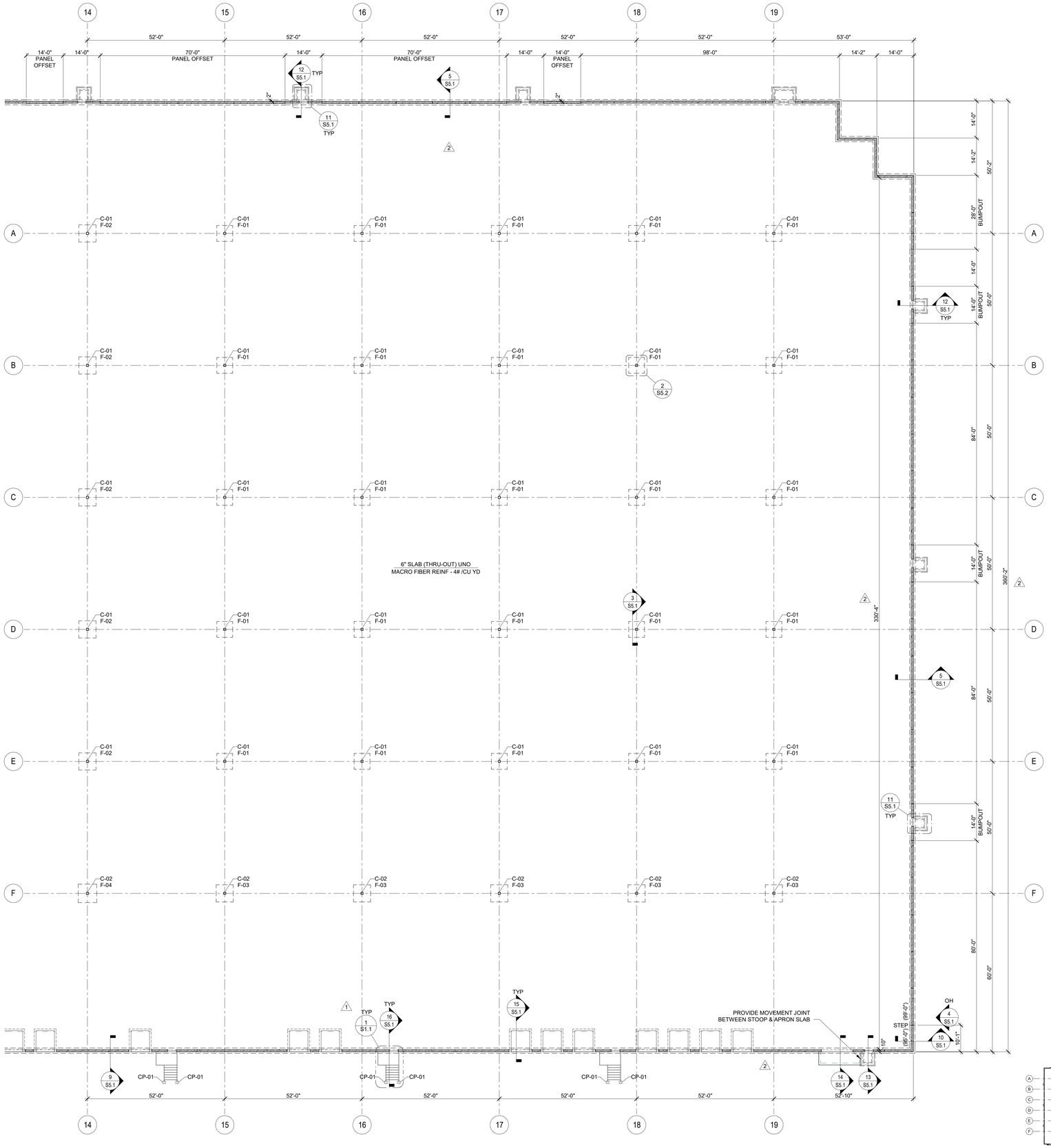
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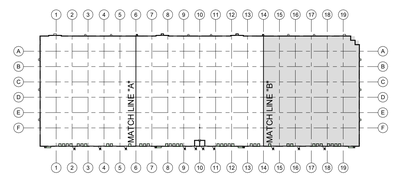
PROJECT MANAGER: N. LAURENT
DESIGNER: AEI
DRAWN BY: K. DEBROUX
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 1.18.2023
SHEET: S1.2



NORTH

PARTIAL FOUNDATION PLAN

SCALE: 1/16" = 1'-0"



NORTH

FLOOR PLAN KEY - ENLARGED PLAN LOCATOR

SCALE: NOT TO SCALE

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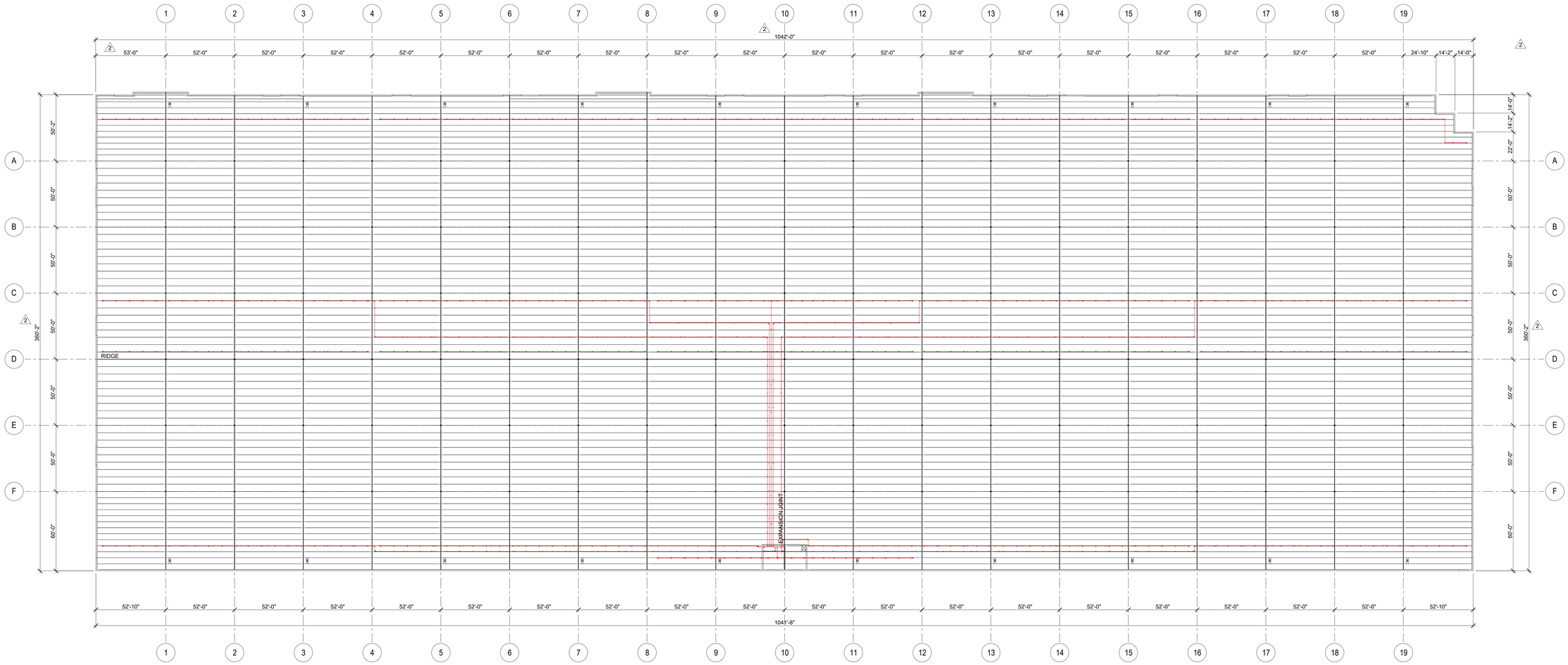
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PHONE: 262-377-7602
AE PROJECT# 022-372

REVISIONS

1	02/07/23	Revision 1
2	03/14/23	Revision 2

PROJECT MANAGER: N. LAURENT
DESIGNER: AEI
DRAWN BY: K. DEBROUX
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 1.18.2023
SHEET: S1.3



NORTH

OVERALL ROOF FRAMING PLAN

SCALE: 1/32" = 1'-0"

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AE PROJECT# 022-372

REVISIONS

2	03/14/23	Revision 2

PROJECT MANAGER: N. LAURENT

DESIGNER: AEI

DRAWN BY: K. DEBROUX

EXPEDITOR: A. COHEN

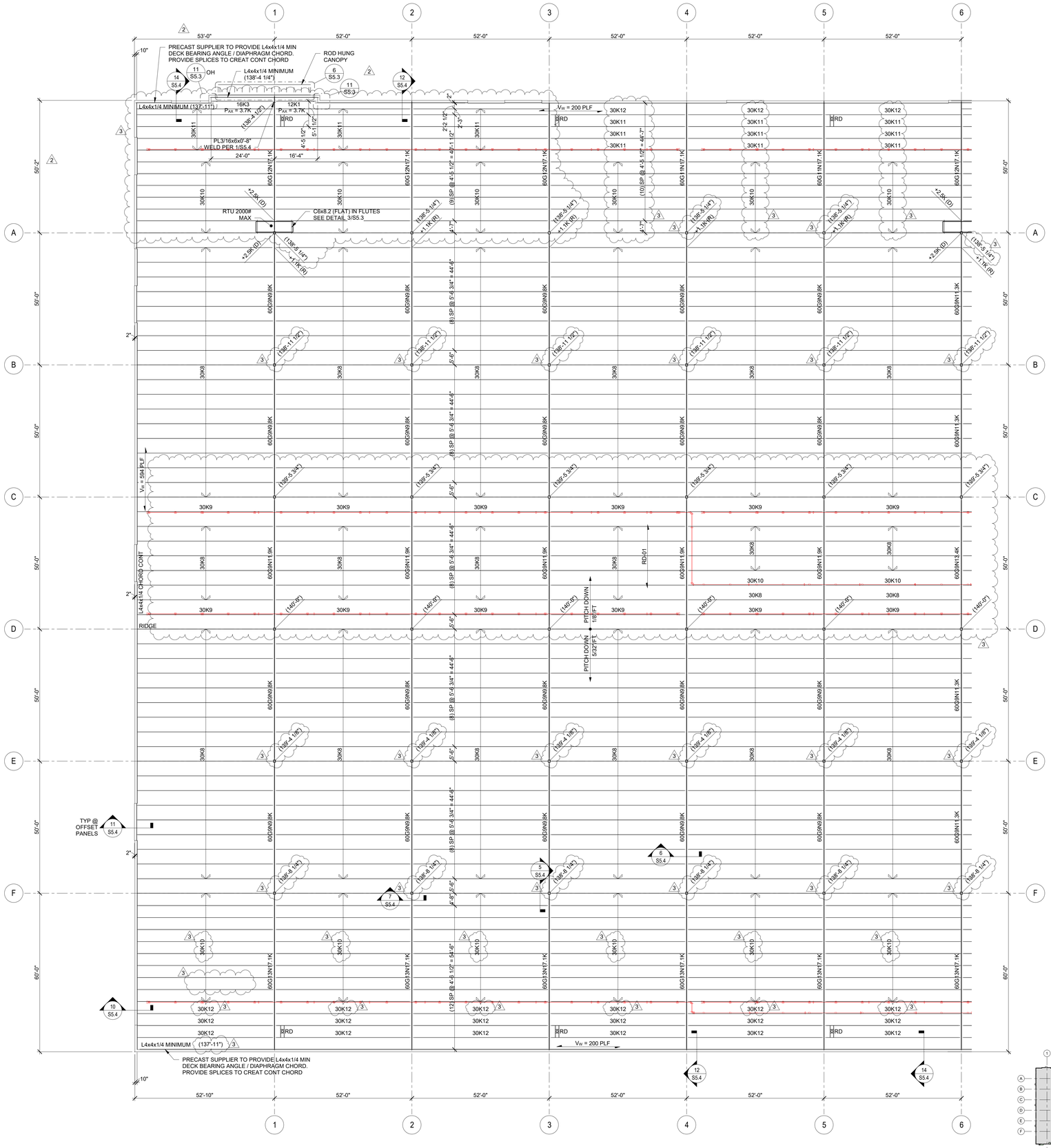
SUPERVISOR: T. WAGNER

PRELIMINARY NO: P22121

CONTRACT NO: 80559

DATE: 1.18.2023

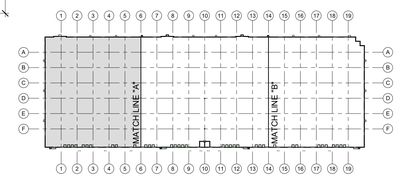
SHEET: S3.0



NORTH

PARTIAL ROOF FRAMING PLAN

SCALE: 1/16" = 1'-0"



NORTH

FLOOR PLAN KEY - ENLARGED PLAN LOCATOR

SCALE: NOT TO SCALE

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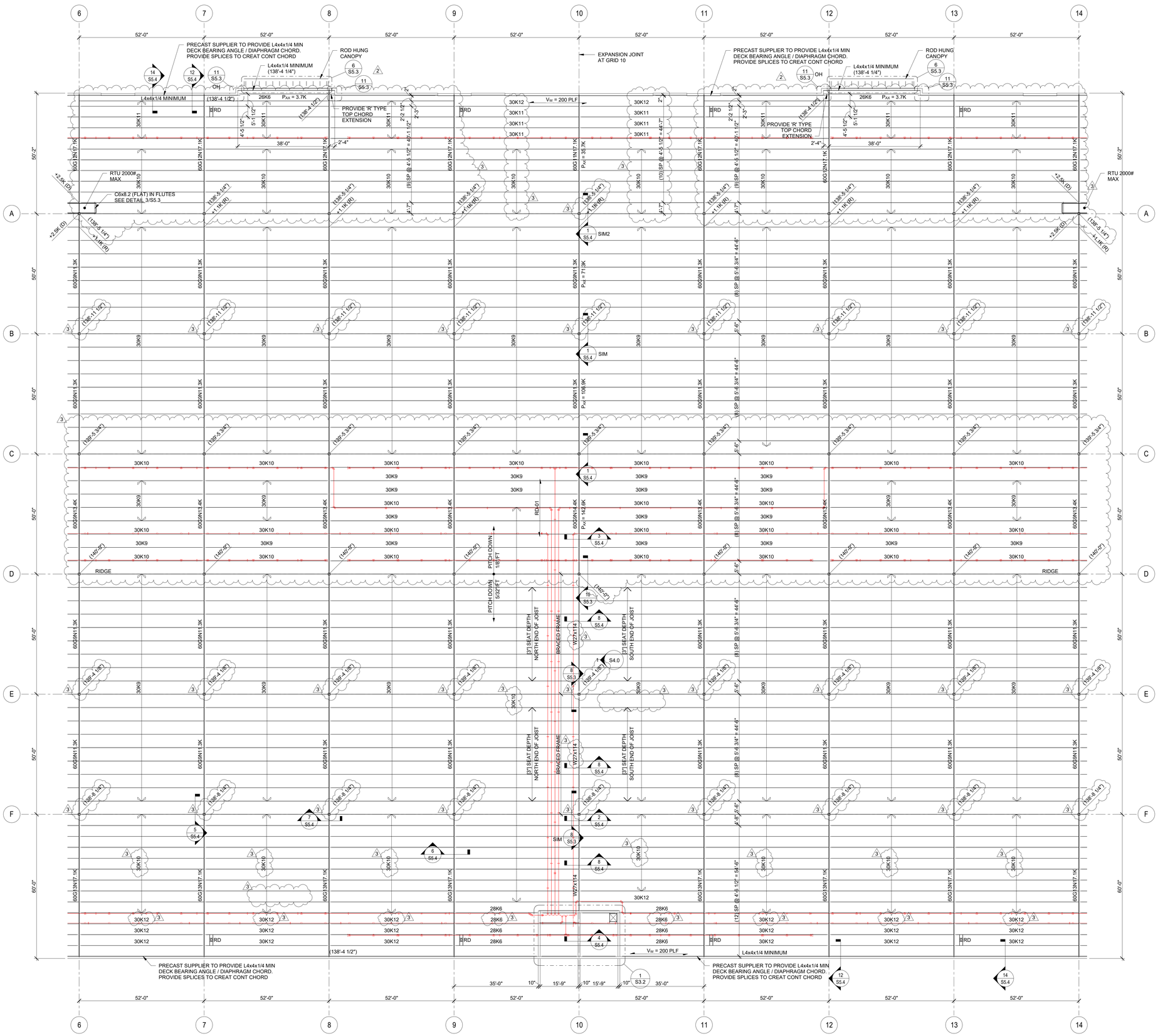
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REVISIONS

2	03/14/23	Revision 2
3	03/27/23	Revision 3

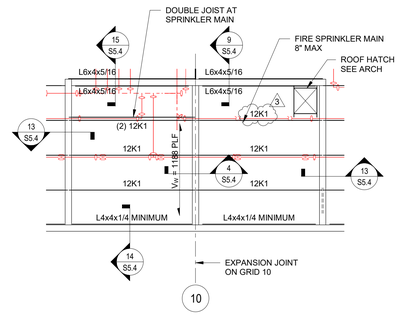
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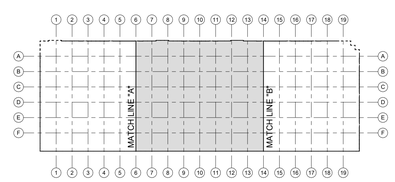
SCALE: 1/16" = 1'-0"



NORTH

1 S3.2 UTILITY ROOMS ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0"



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FLOOR PLAN KEY - ENLARGED PLAN LOCATOR

SCALE: NOT TO SCALE

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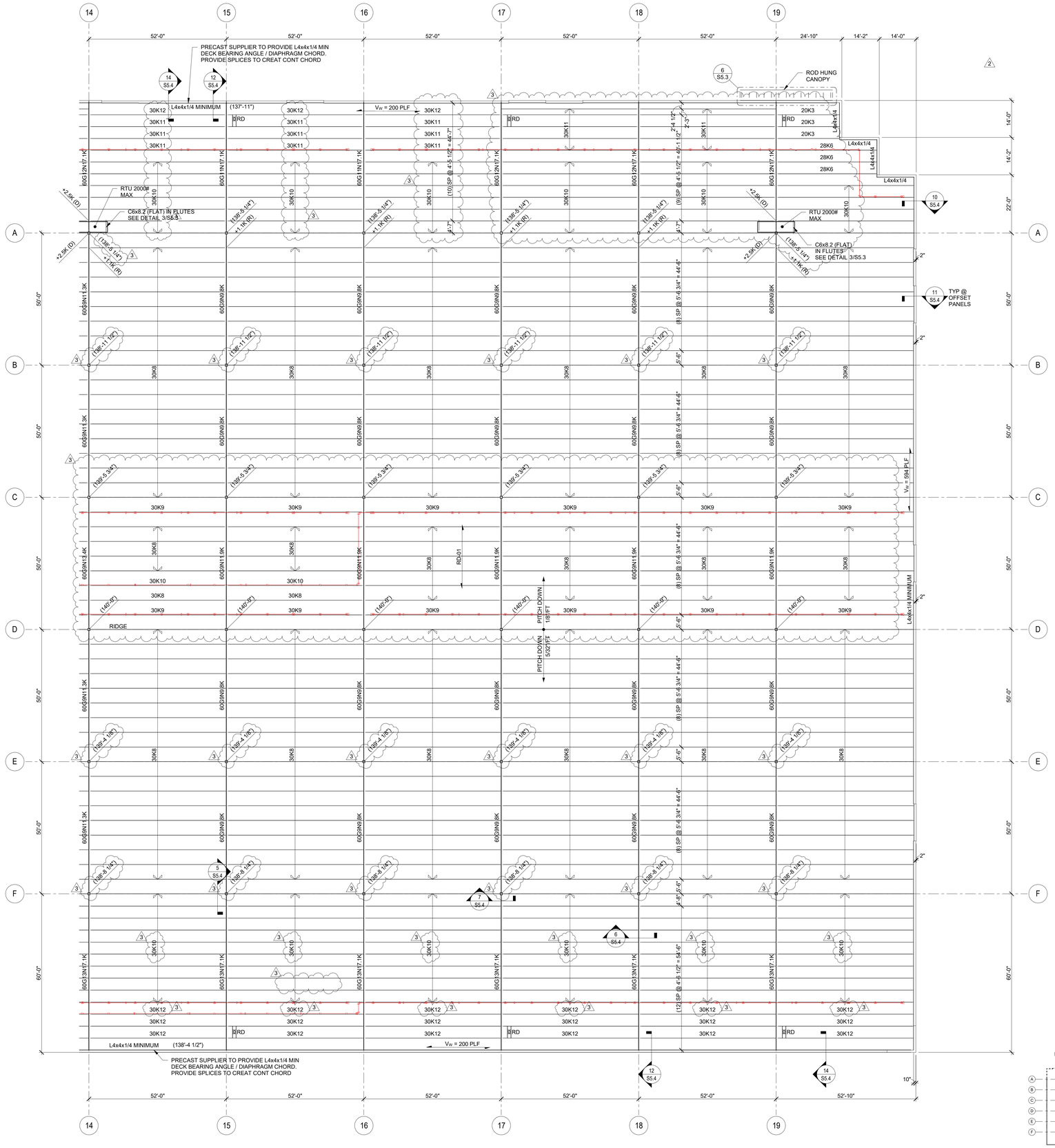
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REVISIONS

2	03/14/23	Revision 2
3	03/27/23	Revision 3

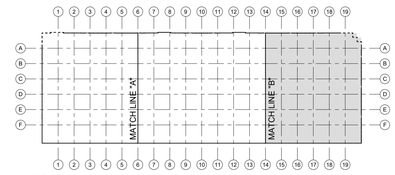
PROJECT MANAGER: N. LAURENT
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DRAWN BY: K. DEBROUX
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 1.18.2023
SHEET: S3.2



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PARTIAL ROOF FRAMING PLAN

SCALE: 1/16" = 1'-0"



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SCALE: NOT TO SCALE

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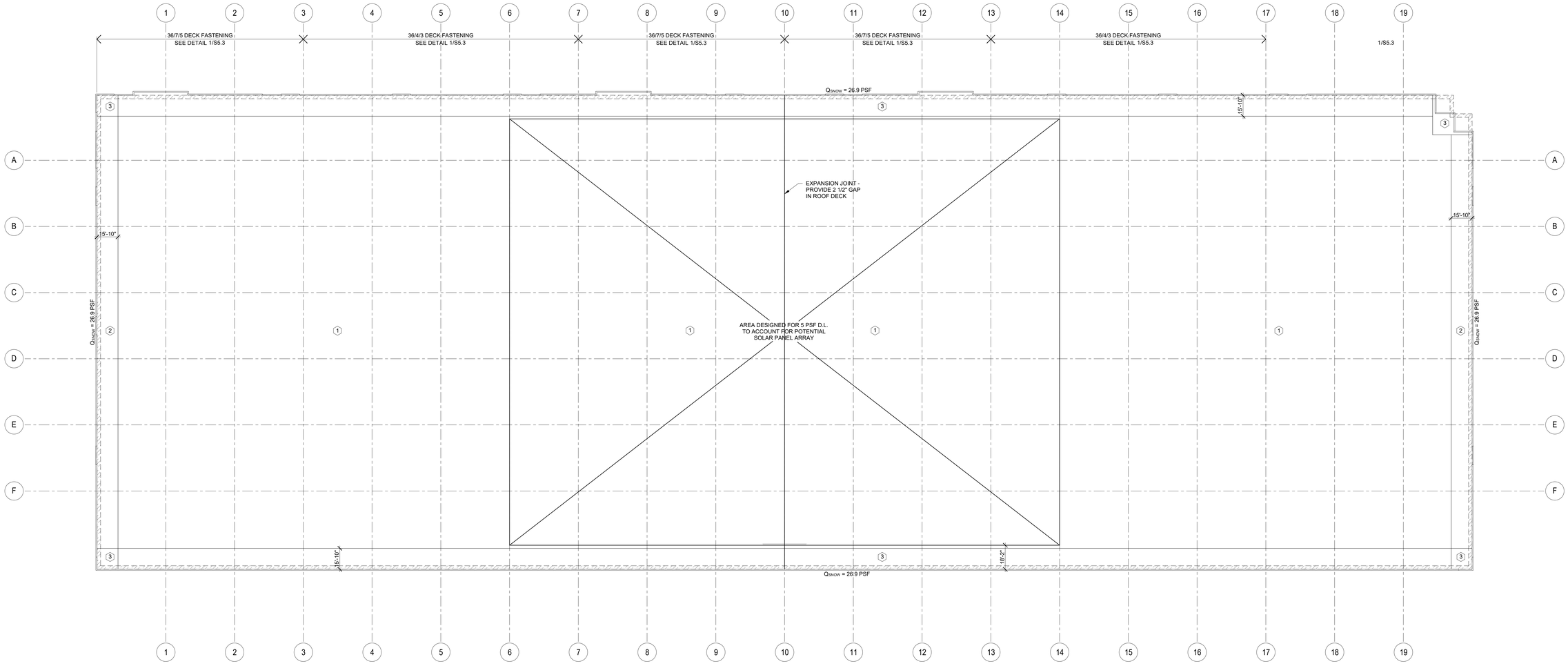
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REVISIONS

2	03/14/23	Revision 2
3	03/27/23	Revision 3

PROJECT MANAGER: N. LAURENT
DESIGNER: AEI
DRAWN BY: K. DEBROUX
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 1.18.2023
SHEET: S3.3



NORTH

ROOF DECK FASTENING, UPLIFT & SNOW LOAD PLAN

SCALE: 1/32" = 1'-0"

SNOW LOADING NOTES

1. Q_{SNOW} = XXX PSF INDICATES THE MAXIMUM SNOW LOAD AT THE AREA SHOWN
2. INDICATES AREA OF POTENTIAL DRIFTING SNOW

ROOF UPLIFT AND CONNECTION NOTES

1. JOIST SUPPLIER TO DESIGN JOISTS AND JOIST GIRDERS FOR A NET UPLIFT OF:

ZONE	PRESSURE
ZONE 1 (FIELD)	-12 PSF
ZONE 2 (PERIMETER)	-16 PSF
ZONE 3 (CORNERS)	-16 PSF

INDICATES ZONE ON UPLIFT PLAN

2. SEE UPLIFT PLAN FOR EDGE STRIP DISTANCE "a".
3. PRESSURES INDICATED ARE ALLOWABLE LOADS (0.6D + 0.6W) PER IBC 2015.
4. x / y / z DECK FASTENING INDICATES.
   'x' DECK WIDTH
   'y' INTERMEDIATE SUPPORT FASTENING QUANTITY '
   'z' SIDELAP CONNECTION QUANTITY.

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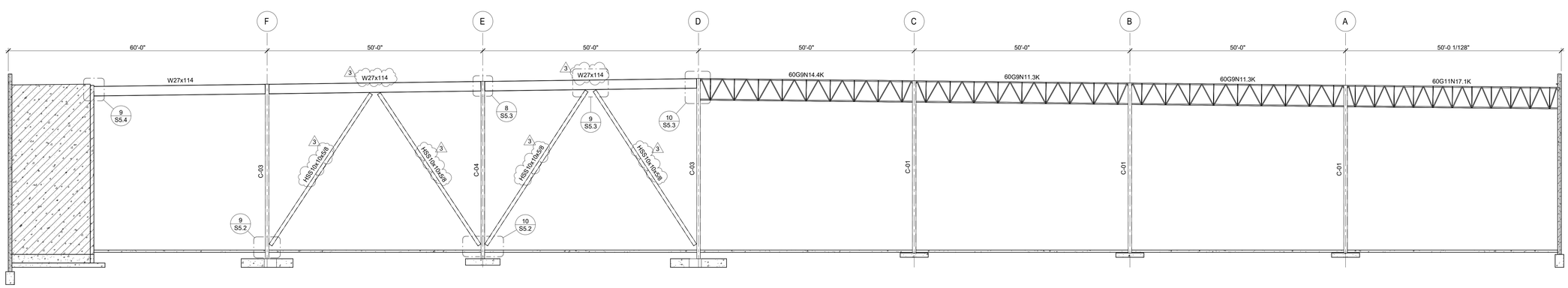
PROPOSED BUILDING #1 FOR:
TOWN NINE INDUSTRIAL BUILDING A
N104W1266 DONGES BAY RD., GERMANTOWN, WISCONSIN

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AMBROSE ENGINEERING
PHONE: 262-377-7602
AE PROJECT# 022-372

REVISIONS

PROJECT MANAGER:	N. LAURENT
DESIGNER:	AEI
DRAWN BY:	K. DEBROUX
EXPEDITOR:	A. COHEN
SUPERVISOR:	T. WAGNER
PRELIMINARY NO:	P22121
CONTRACT NO:	80559
DATE:	1.18.2023
SHEET:	S3.4



1 FRAMING ELEVATION ALONG GRID 10

S4.0 SCALE: 3/32" = 1'-0"

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PROPOSED BUILDING #1 FOR:

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AMBROSE ENGINEERING

PHONE: 262-377-7602
AE PROJECT# 022-372

REVISIONS

3	03/27/23	Revision 3

PROJECT MANAGER: N. LAURENT

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DRAWN BY: K. DEBROUX

EXPEDITOR: A. COHEN

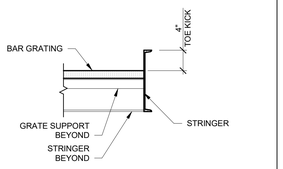
SUPERVISOR: T. WAGNER

PRELIMINARY NO: P22121

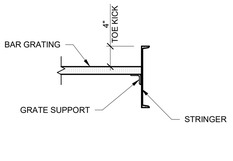
CONTRACT NO: 80559

DATE: 1.18.2023

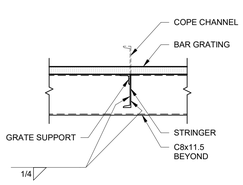
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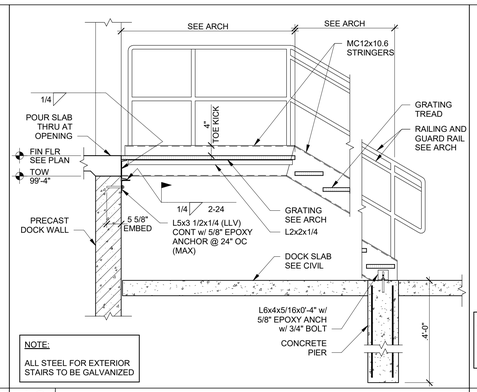
19 STAIR DETAIL
S5.1 SCALE: 1" = 1'-0"



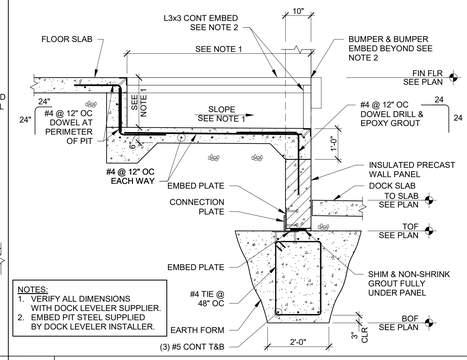
18 STAIR DETAIL
S5.1 SCALE: 1" = 1'-0"



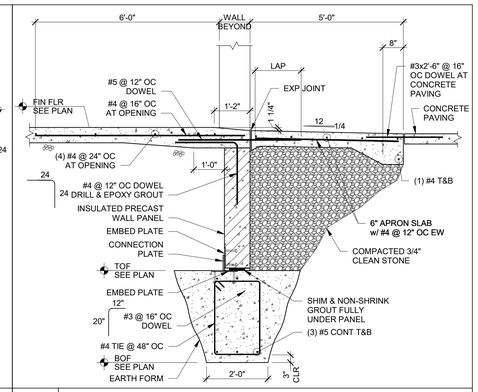
17 STAIR DETAIL
S5.1 SCALE: 1" = 1'-0"



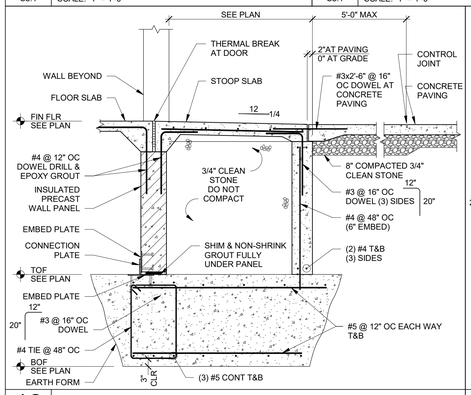
16 TYP EXTERIOR STEEL STAIR SECTION
S5.1 SCALE: 1/2" = 1'-0"



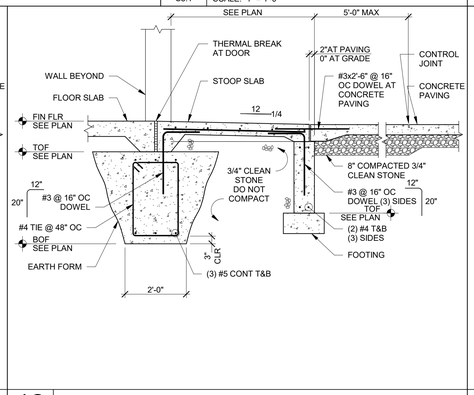
15 LOADING DOCK VERTICAL LEVELER PIT
S5.1 SCALE: 1/2" = 1'-0"



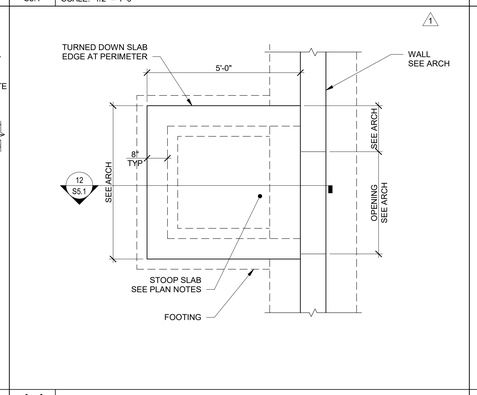
14 TYPICAL APRON SLAB AT OVERHEAD DOOR
S5.1 SCALE: 1/2" = 1'-0"



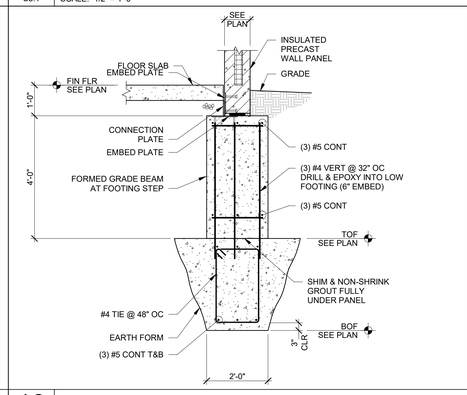
13 TYPICAL STOOP SLAB AT LOADING DOCK DOOR
S5.1 SCALE: 1/2" = 1'-0"



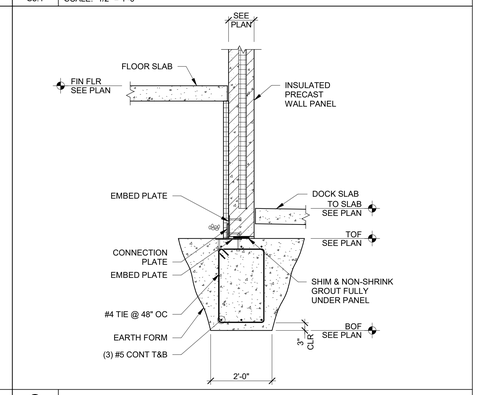
12 TYPICAL STOOP SLAB AT DOOR
S5.1 SCALE: 1/2" = 1'-0"



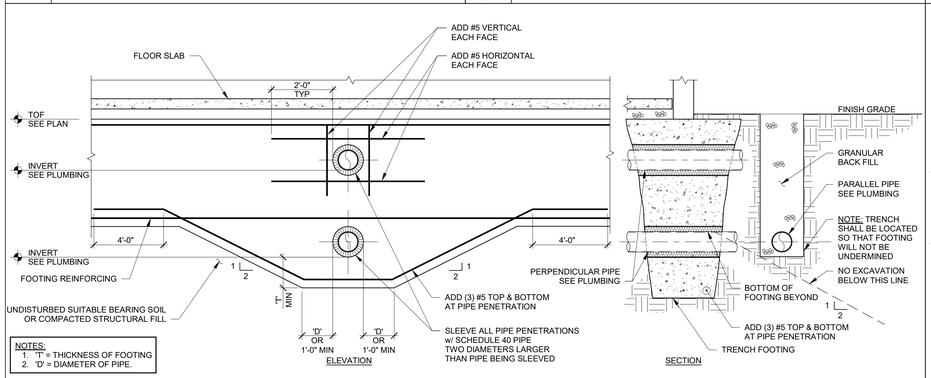
11 TYP CONCRETE STOOP PLAN
S5.1 SCALE: 1/2" = 1'-0"



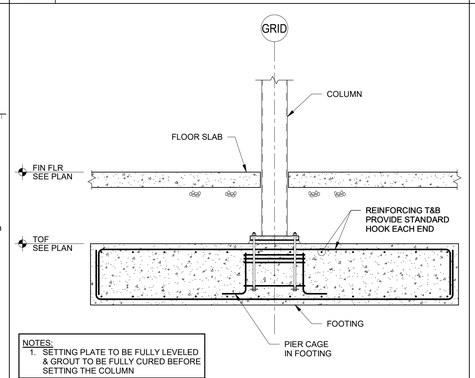
10 EXTERIOR PRECAST WALL PANEL
S5.1 SCALE: 1/2" = 1'-0"



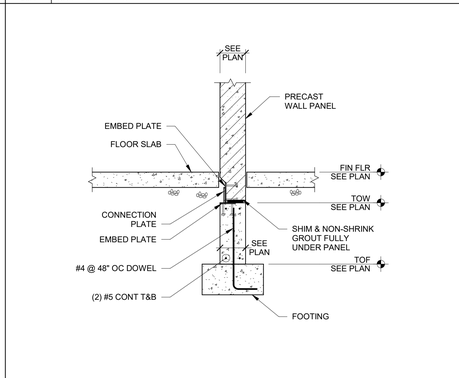
9 EXTERIOR PRECAST WALL PANEL AT DOCK WALL
S5.1 SCALE: 1/2" = 1'-0"



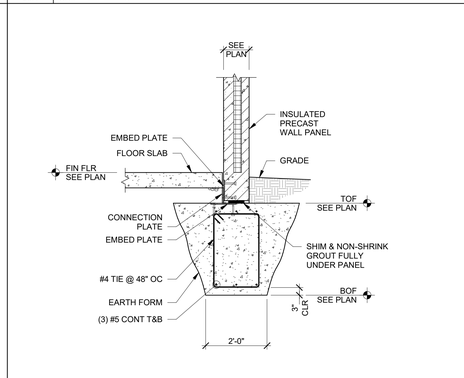
8 TYPICAL PENETRATION THROUGH CONCRETE WALL AND FOOTING
S5.1 SCALE: 1/2" = 1'-0"



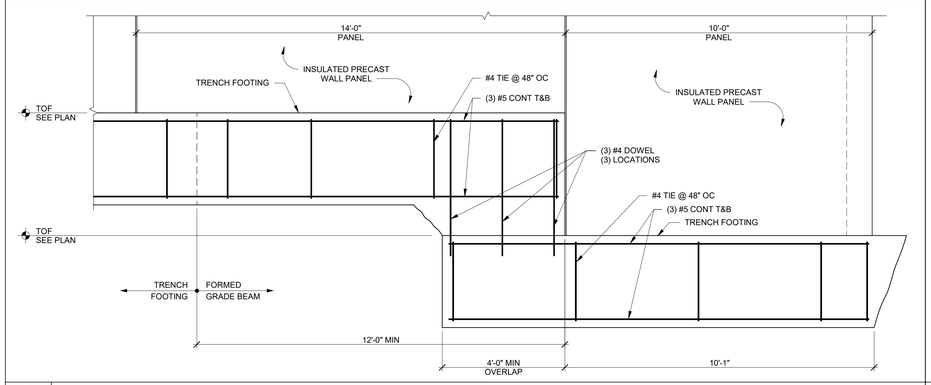
7 BRACED BAY FOOTING DETAIL
S5.1 SCALE: 1/2" = 1'-0"



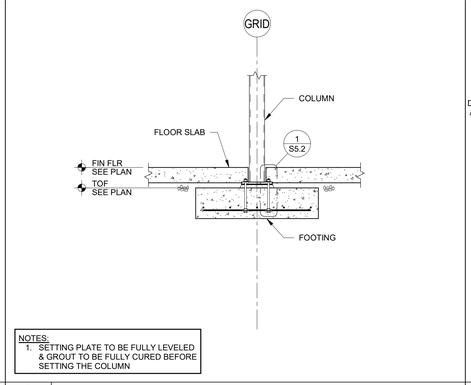
6 INTERIOR PRECAST WALL PANEL
S5.1 SCALE: 1/2" = 1'-0"



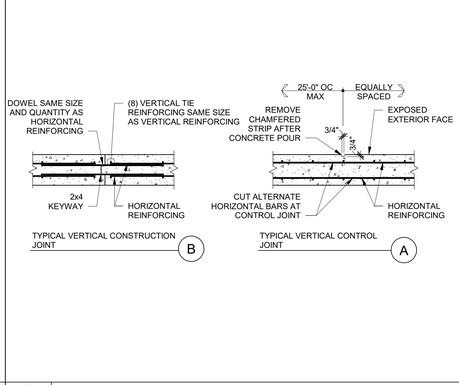
5 EXTERIOR PRECAST WALL PANEL
S5.1 SCALE: 1/2" = 1'-0"



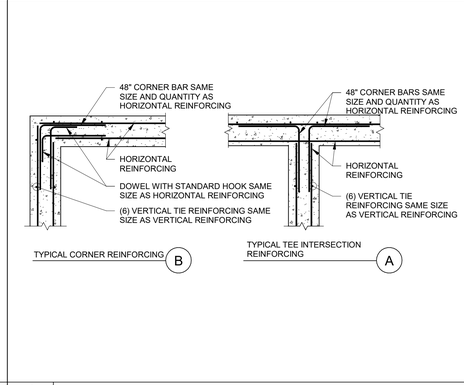
4 TRENCH FOOTING STEP
S5.1 SCALE: 1/2" = 1'-0"



3 TYPICAL STEEL COLUMN AT INTERIOR FOOTING
S5.1 SCALE: 1/2" = 1'-0"



2 TYPICAL CONCRETE WALL JOINTS
S5.1 SCALE: NOT TO SCALE



1 TYPICAL CONCRETE FOUNDATION WALL REINFORCING
S5.1 SCALE: NOT TO SCALE

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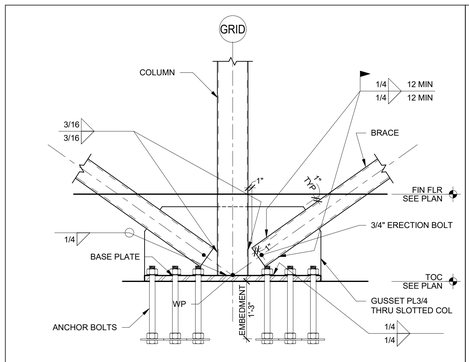
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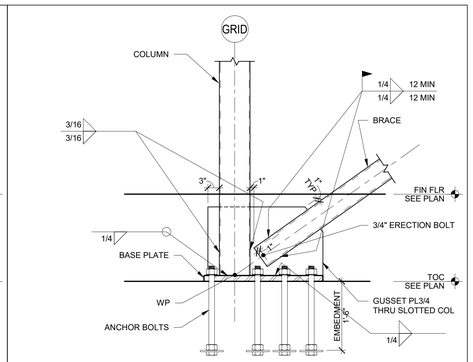
REVISIONS

1	02/07/23	Revision 1

PROJECT MANAGER: N. LAURENT
DESIGNER: AEI
DRAWN BY: K. DEBROUX
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 1.18.2023
SHEET: **S5.1**



10 HSS BRACING CONNECTION DETAIL
S5.2 SCALE: 3/4" = 1'-0"



9 HSS BRACING CONNECTION DETAIL
S5.2 SCALE: 3/4" = 1'-0"

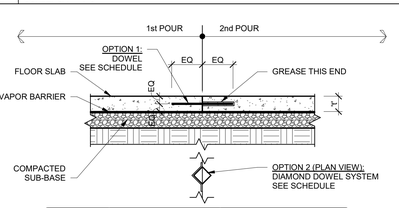
NOTE:
1. DIAMOND BLOCKOUT SHOWN. CIRCULAR BLOCKOUT ACCEPTABLE AT CONTRACTORS OPTION

8 TYPICAL COLUMN BLOCKOUT DETAIL
S5.2 SCALE: 3/4" = 1'-0"

7 TYP SLAB-ON-GRADE REINFORCING DETAILS
S5.2 SCALE: 1/2" = 1'-0"

SLAB THICKNESS 't'	CJ SPACING
4"	12'-0" MAX
5"	15'-0" MAX
6"	18'-0" MAX

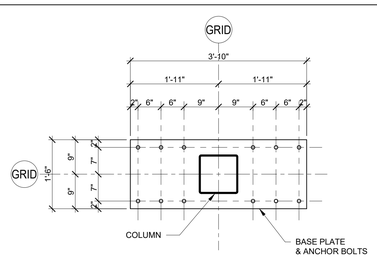
6 TYP SLAB ON GRADE CONTROL JNT
S5.2 SCALE: 3/4" = 1'-0"



SLAB THICKNESS 't'	OPTION 1		OPTION 2	
	DOWEL SIZE	SPACING	DOWEL SIZE	SPACING
4"	3/4"x1'-4" SMOOTH BAR	14" OC	PL1/4x4 1/2x4 1/2 DIAMOND DOWEL	18" OC
5"	3/4"x1'-4" SMOOTH BAR	14" OC	PL1/4x4 1/2x4 1/2 DIAMOND DOWEL	18" OC
6"	3/4"x1'-4" SMOOTH BAR	14" OC	PL1/4x4 1/2x4 1/2 DIAMOND DOWEL	18" OC

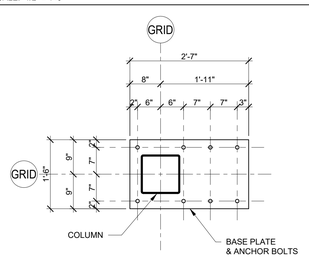
NOTES:
1. FILL JOINTS WITH SEALANT
2. DIAMOND DOWEL SYSTEM BY PNA CONSTRUCTION TECHNOLOGIES

5 TYPICAL SLAB ON GRADE CONSTRUCTION JOINT
S5.2 SCALE: 3/4" = 1'-0"



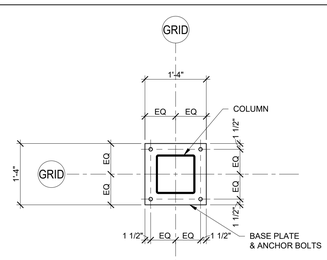
C-04

4 BASE PLATE DETAIL
S5.2 SCALE: 3/4" = 1'-0"



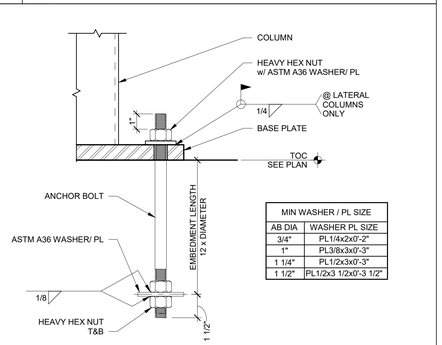
C-03

3 BASE PLATE DETAIL
S5.2 SCALE: 3/4" = 1'-0"



C01, C-02

2 BASE PLATE DETAIL
S5.2 SCALE: 3/4" = 1'-0"



MIN WASHER / PL SIZE	
AB DIA	WASHER PL SIZE
3/4"	PL1/4x2x0'-2"
1"	PL3/8x3x0'-3"
1 1/4"	PL1/2x3x0'-3"
1 1/2"	PL1/2x3 1/2x0'-3 1/2"

1 TYP ANCHOR BOLT DETAIL
S5.2 SCALE: 3" = 1'-0"

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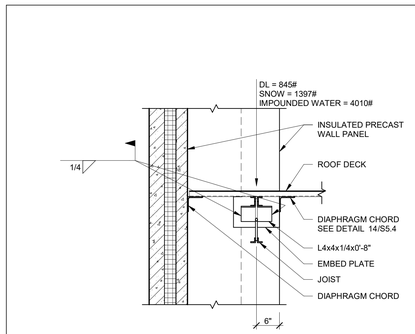
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REVISIONS

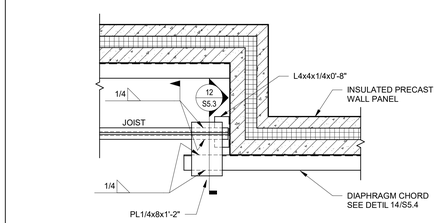
2	03/14/23	Revision 2

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DESIGNER: AEI
DRAWN BY: K. DEBROUX
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 1.18.2023
SHEET: S5.3

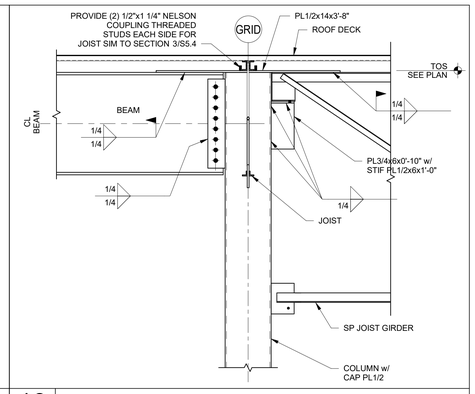
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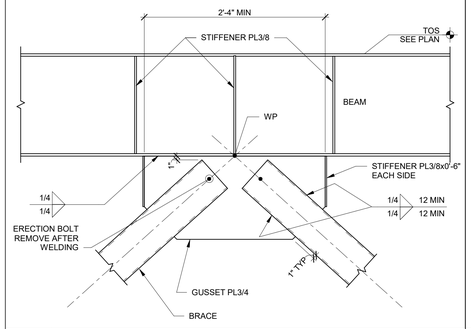
12 SECTION
S5.3 SCALE: 3/4" = 1'-0"



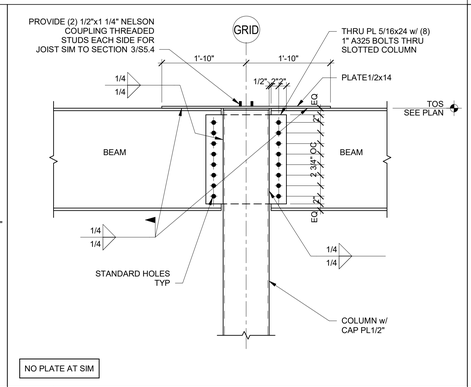
11 CONNECTION DETAIL
S5.3 SCALE: 3/4" = 1'-0"



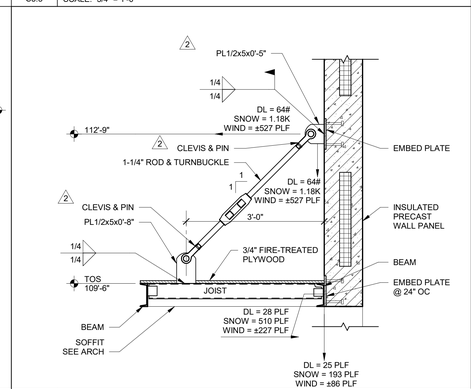
10 BRACE CONNECTION DETAIL
S5.3 SCALE: 3/4" = 1'-0"



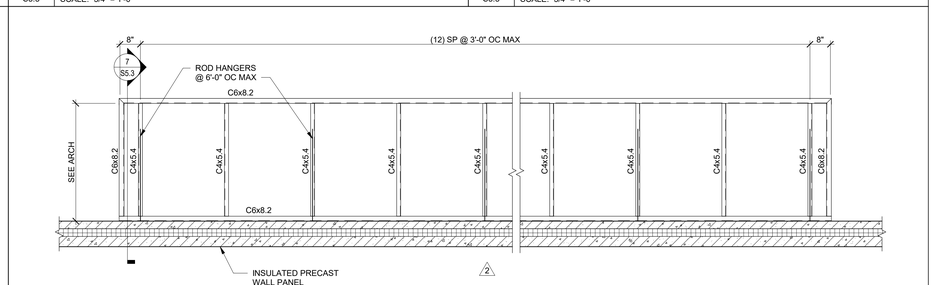
9 BRACED FRAME DETAIL
S5.3 SCALE: 3/4" = 1'-0"



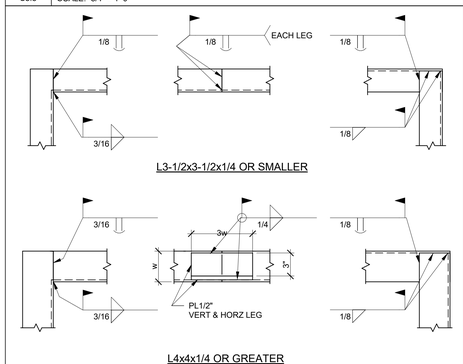
8 BEAM CONNECTION DETAIL
S5.3 SCALE: 3/4" = 1'-0"



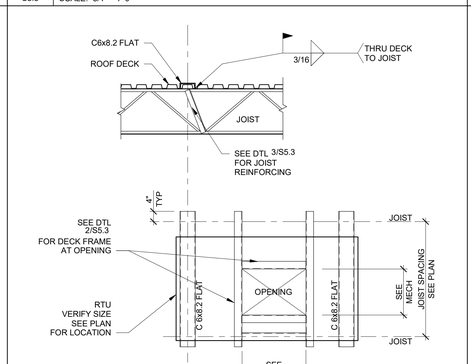
7 CANOPY SECTION
S5.3 SCALE: 3/4" = 1'-0"



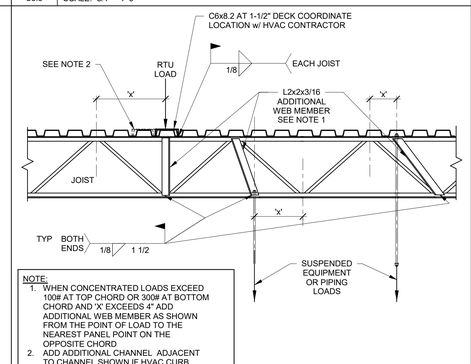
6 CANOPY FRAMING PLAN
S5.3 SCALE: 1/2" = 1'-0"



5 EDGE ANGLE SPLICE DETAIL
S5.3 SCALE: 1 1/2" = 1'-0"

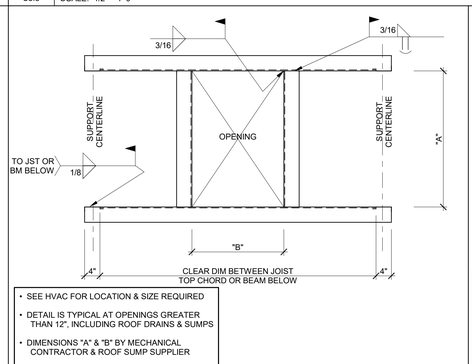


4 TYP RTU SUPPORT DETAIL
S5.3 SCALE: 1/2" = 1'-0"



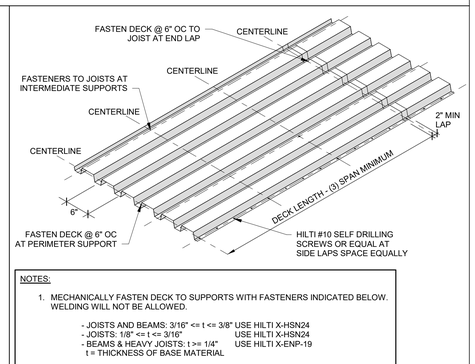
NOTE:
1. WHEN CONCENTRATED LOADS EXCEED 100# AT TOP CHORD OR 300# AT BOTTOM CHORD AND 'X' EXCEEDS 4" ADD ADDITIONAL WEB MEMBER AS SHOWN FROM THE POINT OF LOAD TO THE NEAREST PANEL POINT ON THE OPPOSITE CHORD
2. ADD ADDITIONAL CHANNEL ADJACENT TO CHANNEL SHOWN IF HVAC CURB DOES NOT ALIGN w/ FLUTE SPACING

3 JOIST REINFORCING AT ADDED LOADS
S5.3 SCALE: 3/4" = 1'-0"



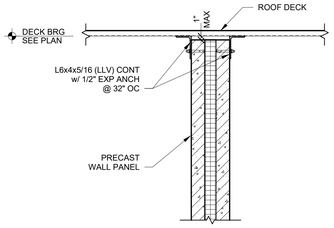
- SEE HVAC FOR LOCATION & SIZE REQUIRED
- DETAIL IS TYPICAL AT OPENINGS GREATER THAN 12", INCLUDING ROOF DRAINS & SUMPS
- DIMENSIONS "A" & "B" BY MECHANICAL CONTRACTOR & ROOF SUMP SUPPLIER
- SEE FRAMING NOTES FOR ANGLE SIZE

2 FRAME AT ROOF OPENING
S5.3 SCALE: 3/4" = 1'-0"



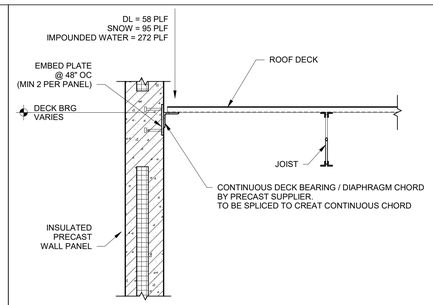
NOTES:
1. MECHANICALLY FASTEN DECK TO SUPPORTS WITH FASTENERS INDICATED BELOW. WELDING WILL NOT BE ALLOWED.
   - JOISTS AND BEAMS: 3/16" <= t <= 3/8" USE HILTI X-HSN24
   - JOISTS: 1/8" <= t <= 3/16" USE HILTI X-HSN24
   - BEAMS & HEAVY JOISTS: t >= 1/4" USE HILTI X-ENP-19
   t = THICKNESS OF BASE MATERIAL
2. MINIMUM 1/8" MATERIAL THICKNESS REQUIRED AT JOIST TOP CHORDS.

1 TYPE 'B' DECK FASTENER PATTERN
S5.3 SCALE: NOT TO SCALE



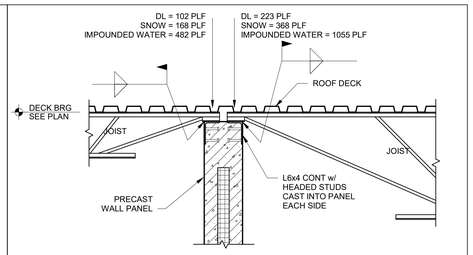
15 ROOF SECTION

S5.4 SCALE: 3/4" = 1'-0"



14 ROOF SECTION

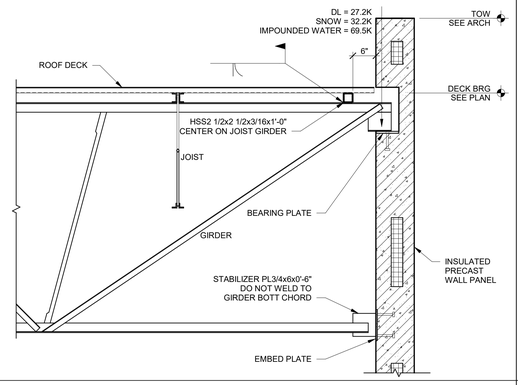
S5.4 SCALE: 3/4" = 1'-0"



NOTE:
TOP OF WALL TO SLOPE AND MATCH
TOP OF SLOPED GIRDERS BEYOND

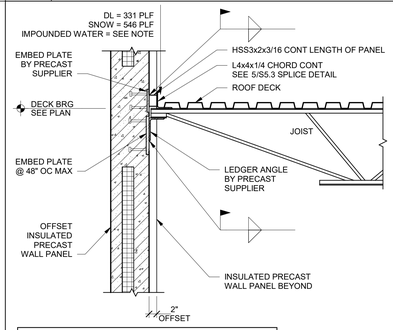
13 ROOF SECTION

S5.4 SCALE: 3/4" = 1'-0"



12 ROOF SECTION

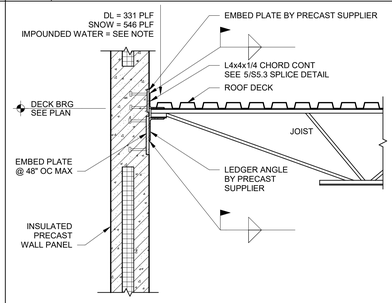
S5.4 SCALE: 3/4" = 1'-0"



NOTE:
IMPOUNDED WATER PRESENT AT EAST AND WEST BAYS,
FULL LENGTH OF BUILDING. LOAD DIMINISHES FROM 1568 PLF
AT SIDEWALLS TO 0 PLF AT FIRST COLUMN LINE.

11 ROOF SECTION

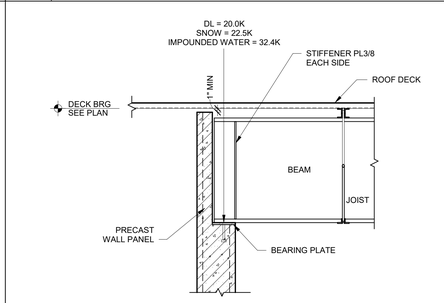
S5.4 SCALE: 3/4" = 1'-0"



NOTE:
IMPOUNDED WATER PRESENT AT EAST AND WEST BAYS,
FULL LENGTH OF BUILDING. LOAD DIMINISHES FROM 1568 PLF
AT SIDEWALLS TO 0 PLF AT FIRST COLUMN LINE.

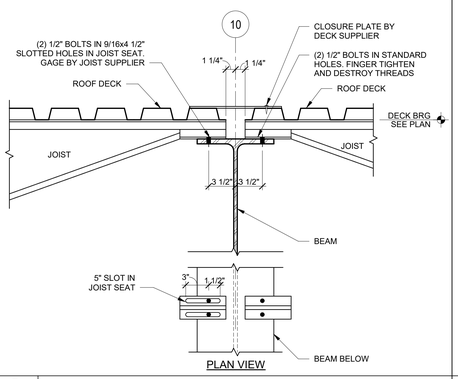
10 ROOF SECTION

S5.4 SCALE: 3/4" = 1'-0"



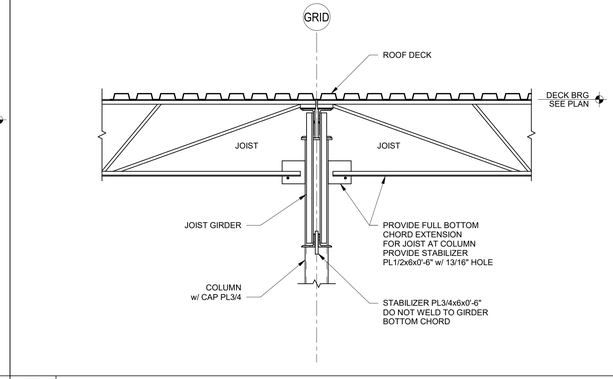
9 ROOF SECTION

S5.4 SCALE: 3/4" = 1'-0"



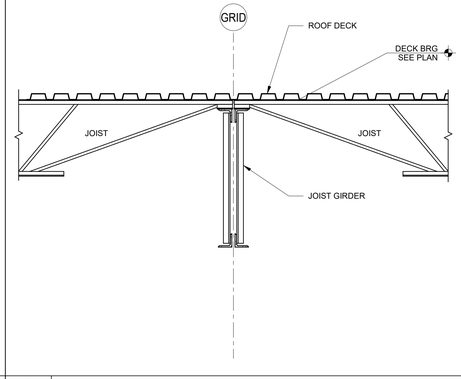
8 EXPANSION JOINT DETAIL

S5.4 SCALE: 1 1/2" = 1'-0"



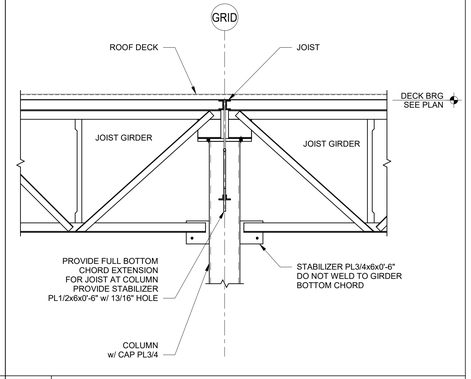
7 GIRDER AND JOISTS AT COLUMN

S5.4 SCALE: 3/4" = 1'-0"



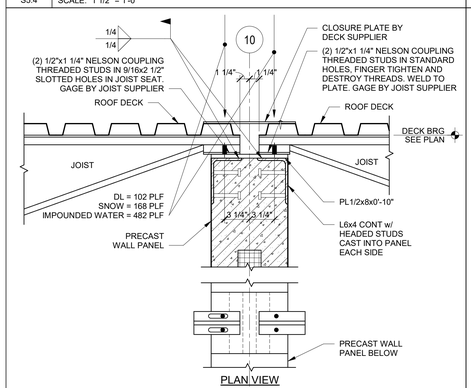
6 K SERIES JOIST AT GIRDER

S5.4 SCALE: 3/4" = 1'-0"



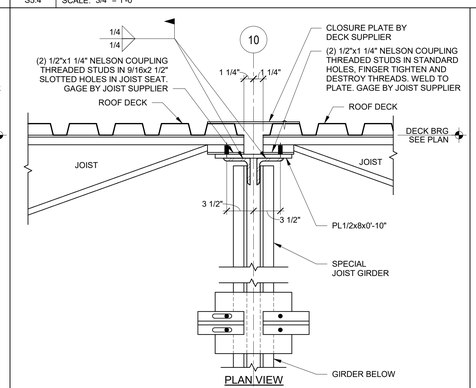
5 GIRDERS AND JOIST AT COLUMN

S5.4 SCALE: 3/4" = 1'-0"



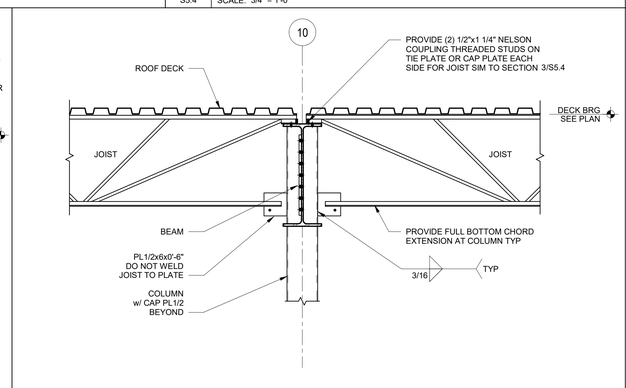
4 EXPANSION JOINT DETAIL

S5.4 SCALE: 1 1/2" = 1'-0"



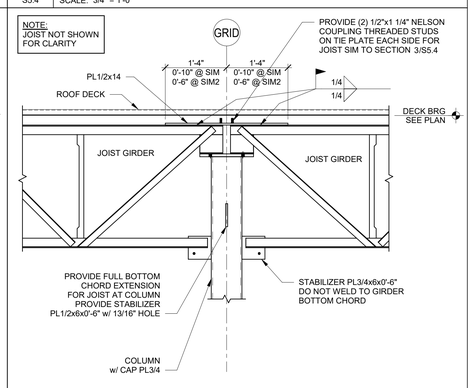
3 EXPANSION JOINT DETAIL

S5.4 SCALE: 1 1/2" = 1'-0"



2 TYP JOIST BEARING AT COLUMN SECTION

S5.4 SCALE: 3/4" = 1'-0"



1 GIRDERS AND JOIST AT COLUMN

S5.4 SCALE: 3/4" = 1'-0"

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5605 Lilac Ave
Wausau, WI 54401
PHONE (715) 849-3141
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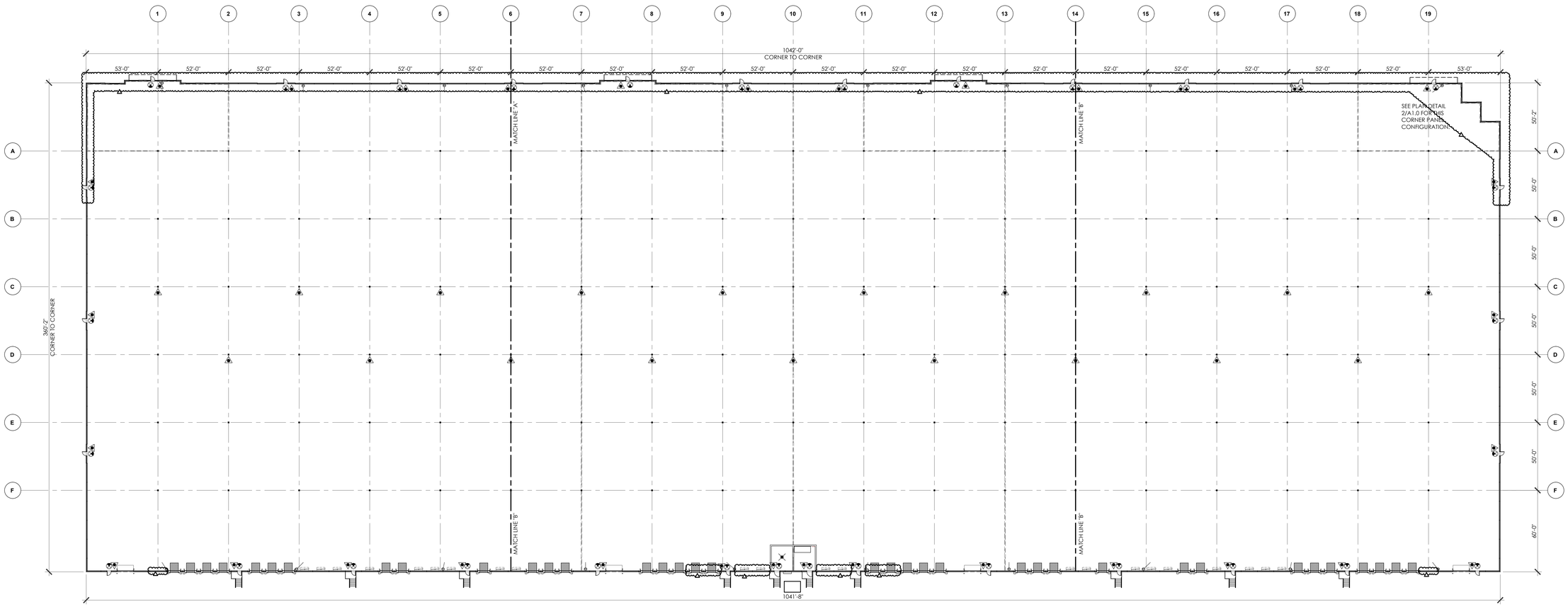
PROPOSED BUILDING #1 FOR:
TOWN NINE INDUSTRIAL BUILDING A
N104W1266 DONGES BAY RD., GERMANTOWN, WISCONSIN

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AMBROSE ENGINEERING
PHONE: 262-377-7602
AE PROJECT# 022-372

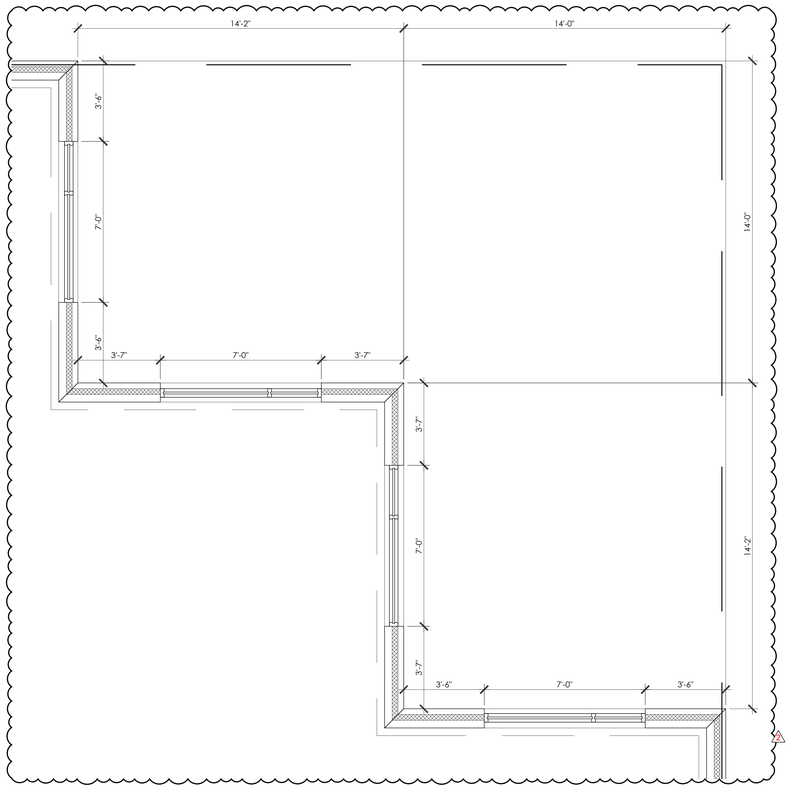
REVISIONS

PROJECT MANAGER: N. LAURENT
DESIGNER: AEI
DRAWN BY: K. DEBROUX
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 1.18.2023
SHEET: S5.4



1 A-1.0 **OVERALL FLOOR PLAN**
SCALE: 1/32" = 1'-0"
SEE ENLARGED PLANS FOR ALL DETAIL MARKS.

N



2 A-1.0 **PANEL CONFIGURATION AT NW CORNER**
SCALE: 3/8" = 1'-0"

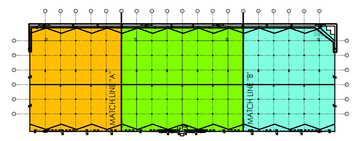
N

PRECAST PLANK GENERAL NOTES:

a. CAD FILES MUST BE REQUESTED BY SUPPLIER. PANEL NUMBER IS LISTED ON EACH PANEL ON THIS PLAN. DUE TO DRAWING SCALE, SUPPLIER TO VIEW PANEL NUMBERS FROM CAD FILE. NOTE: SOME PANELS ARE REVERSED ON THE FLOOR PLAN (PANEL NUMBER READS BACKWARDS ON REVERSED PANELS.) SOME PANELS REVERSED ARE MIRROR IMAGES OF THE NON-REVERSED PANEL. OTHERS ARE REVERSED ONLY TO SHOW PROVIDE CHANGE IN DOOR SWING. SUPPLIER TO PROVIDE FINAL PLANS FOR ALL PANELS.

b. CORNERS ARE MITERED CORNERS.

c. ALL PANELS ARE 10" THICK TYPICAL. 3" FACE SHELL TO EXTERIOR, 3" INSULATION AND 4" INTERIOR FACE SHELL.



SEE SHEET A1.1 FOR ENLARGED PLAN OF THIS PORTION.

SEE SHEET A1.2 FOR ENLARGED PLAN OF THIS PORTION.

SEE SHEET A1.3 FOR ENLARGED PLAN OF THIS PORTION.

FLOOR PLAN KEY - ENLARGED PLAN LOCATOR
SCALE: NOT TO SCALE

N

FLOOR PLAN GENERAL NOTES:

A. KNOX BOX LOCATIONS SHOWN ON PLAN FOR REFERENCE ONLY. FINAL QUANTITY AND LOCATION TO BE COORDINATED WITH MUNICIPAL FIRE MARSHALL OR AHJ.

B. THIS IS A SPEC BUILDING SHELL ONLY.

C. EXIT ROUTES, ACCESSIBLE ROUTES, FIRE EXTINGUISHERS, RESTROOMS, OCCUPANT LOAD, ETC. TO BE DETERMINED DURING TENANT BUILD-OUT DESIGN PHASE, UNDER A SEPARATE CONTRACT AS SPACES ARE LEASED.

D. FIRE EXTINGUISHERS SHALL NOT BE OBSTRUCTED FROM VIEW. WHERE OBSTRUCTED, MEANS SHALL BE PROVIDED TO INDICATE THE LOCATION. RELEASE MECHANISM SHALL BE BETWEEN 15" & 48" AFF, TO MEET ADA UNOBSTRUCTED REACH RANGE.

E. CATCH BASIN. BASIN COULD FALL INTO PATH OF TRAVEL. TO BE ADA COMPLIANT, DRAINAGE GAPS IN BASIN COVER CANNOT EXCEED 1/2" WIDE.

F. EXIT LIGHTS TO BE LED ILLUMINATED. DETERMINATION TO ADD EMERGENCY LIGHTING TO EXIT SIGN IS PER OWNER.

G. ALL REQ'D BUILDING EXITS TO HAVE CODE COMPLIANT EXTERIOR EMERGENCY ILLUMINATION - BY OTHERS.

H. SEE ELEVATIONS FOR WINDOWS SET HIGH ON FACADE AND NOT VISIBLE HERE ON FLOOR PLAN. (ABOVE HOL. MTL. ENTRY DOORS.)

I. INTERIOR BUILD-OUT DIMENSIONS SHOWN ON PLAN ARE NOMINAL.

J. SEE SHEET A5.0 FOR DOOR / FRAME / WINDOW AND ROOM FINISH SCHEDULES.

SYMBOL KEY:

- XX-01 — DOOR TAG - SEE SCHEDULE, SHT A5.0
- EXIT LIGHT - SEE FP GEN NOTE 'F'.
- FIRE EXTINGUISHER - SEE FP GEN NOTE 'D'.
- CATCH BASIN - SEE FP GEN. NOTE 'E'.
- RD — ROOF DRAIN LEADER
- # / A-XXX — FULL HEIGHT SECTION SYMBOL
- X / X.X — DETAIL SECTION SYMBOL
- X / X.X — DETAIL SYMBOL

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PROPOSED BUILDING #1 FOR: TOWN NINE INDUSTRIAL BUILDING A

N104W12667 DONGES BAY RD., GERMANTOWN, WISCONSIN

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WISCONSIN MICHAEL G. MULLER A-7252 PORT WASHINGTON WI ARCHITECT

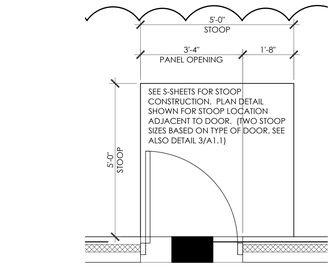
01/18/2023

REVISIONS

REV. 1 - 02/14/23

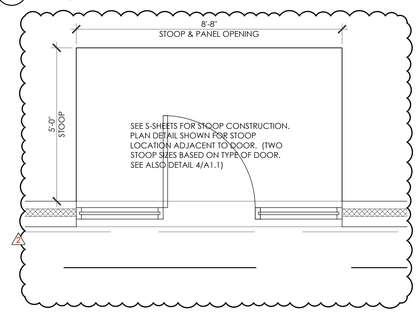
REV. 2 - 03/10/23

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MANSKE
DRAWN BY: HMI
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 01.18.2023
SHEET: A1.0



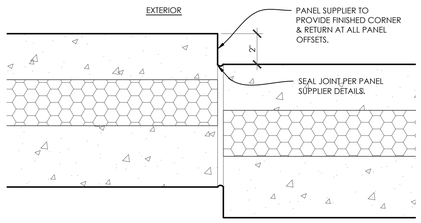
4 A1.1 STOOP LOCATION PLAN AT H.M. DOORS

SCALE: 1/2" = 1'-0"



3 A1.1 STOOP LOCATION PLAN AT STOREFRONT DOORS

SCALE: 1/2" = 1'-0"



2 A1.1 PRECAST PANEL 2" OFFSET DETAIL

SCALE: 3" = 1'-0"

SYMBOL KEY:

- XX-01 — DOOR TAG - SEE SCHEDULE, SHT A5.0
- EXIT LIGHT - SEE FP GEN NOTE "F".
- FIRE EXTINGUISHER - SEE FP GEN NOTE "D",
- CATCH BASIN - SEE FP GEN. NOTE "E".
- RD — ROOF DRAIN LEADER
- # / A-XXX — FULL HEIGHT SECTION SYMBOL
- X / X.X — DETAIL SECTION SYMBOL
- X / X.X — DETAIL SYMBOL

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D. FIRE EXTINGUISHERS SHALL NOT BE OBSTRUCTED FROM VIEW. WHERE OBSTRUCTED, MEANS SHALL BE PROVIDED TO INDICATE THE LOCATION. RELEASE MECHANISM SHALL BE BETWEEN 15" & 48" AFF. TO MEET ADA UNOBSTRUCTED REACH RANGE.

E. CATCH BASIN: BASIN COULD FALL INTO PATH OF TRAVEL. TO BE ADA COMPLIANT. DRAINAGE GAPS IN BASIN COVER CANNOT EXCEED 1/2" WIDE.

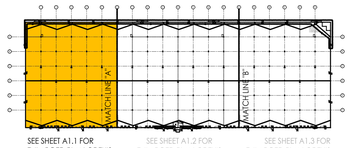
F. EXIT LIGHTS TO BE LED ILLUMINATED. DETERMINATION TO ADD EMERGENCY LIGHTING TO EXIT SIGN IS PER OWNER.

G. ALL REQ'D BUILDING EXITS TO HAVE CODE COMPLIANT EXTERIOR EMERGENCY ILLUMINATION - BY OTHERS.

H. SEE ELEVATIONS FOR WINDOWS SET HIGH ON FACADE AND NOT VISIBLE HERE ON FLOOR PLAN. (ABOVE HOL. MTL. ENTRY DOORS.)

I. INTERIOR BUILD-OUT DIMENSIONS SHOWN ON PLAN ARE NOMINAL.

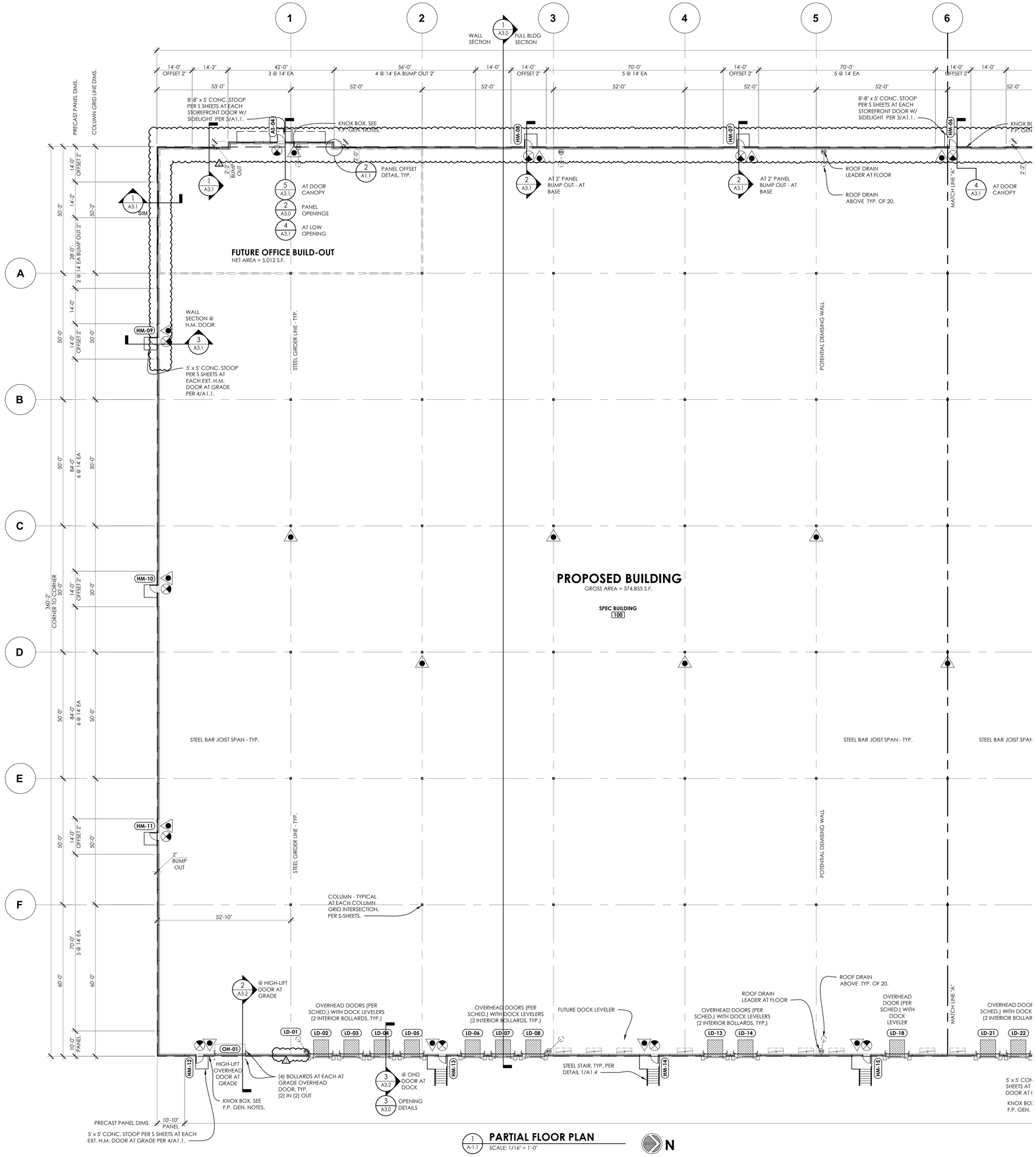
J. SEE SHEET A5.0 FOR DOOR / FRAME / WINDOW AND ROOM FINISH SCHEDULES.



FLOOR PLAN KEY - ENLARGED PLAN LOCATOR

SCALE: NOT TO SCALE

N



1 A-1.1 PARTIAL FLOOR PLAN

SCALE: 1/16" = 1'-0"

N

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PROPOSED BUILDING #1 FOR: TOWN NINE INDUSTRIAL BUILDING A

N104W12667 DONGES BAY RD., GERMANTOWN, WISCONSIN

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WISCONSIN MICHAEL G. MULLER E-7252 PORT WASHINGTON, WI REGISTERED ARCHITECT

03/27/2023

REVISIONS

REV. 1 - 02/14/23

REV. 2 - 03/10/23

REV. 3 - 03/27/23

PROJECT MANAGER: N. LAURENT

DESIGNER: C. MANSKE

DRAWN BY: HMI

EXPEDITOR: A. COHEN

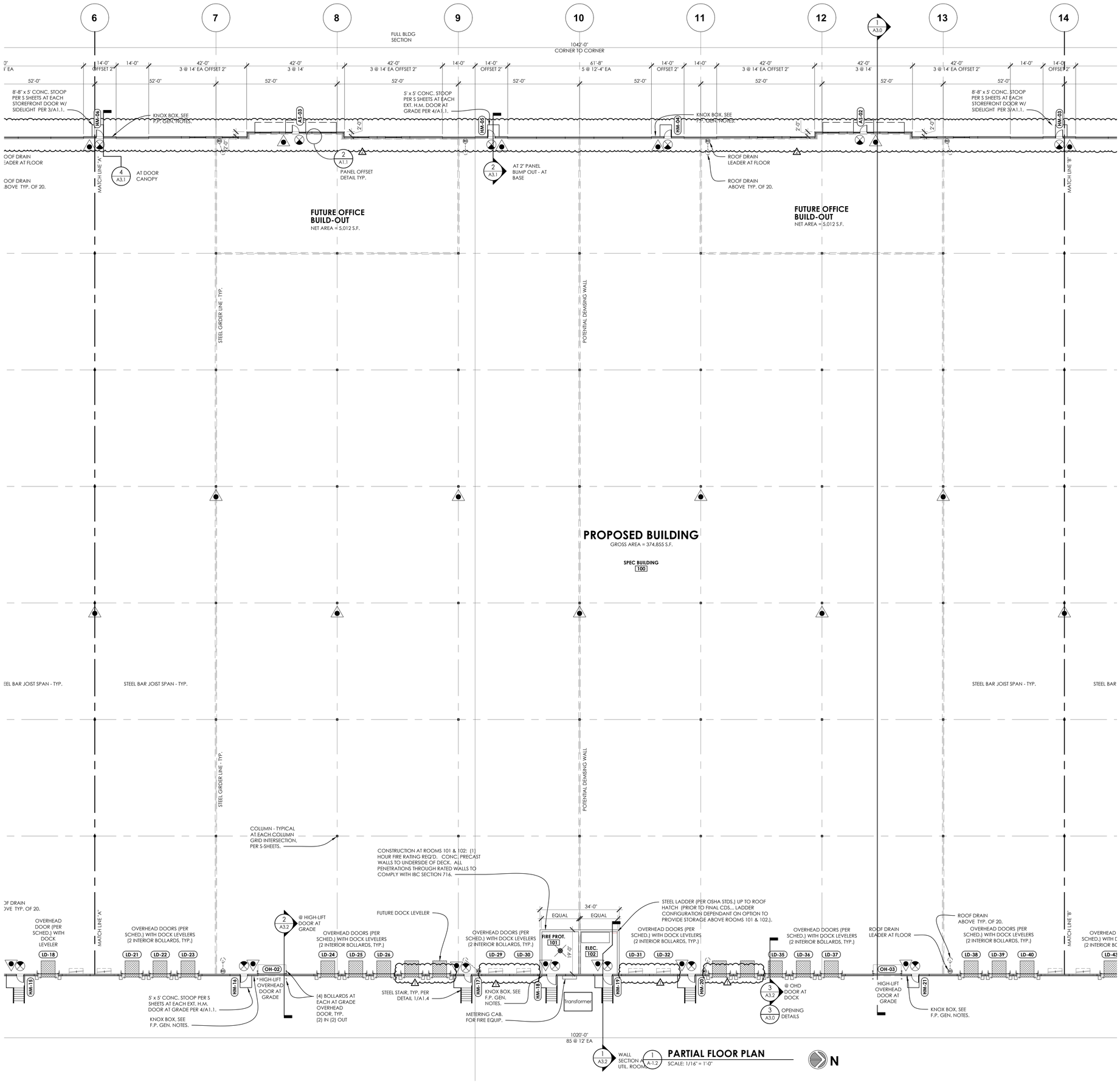
SUPERVISOR: T. WAGNER

PRELIMINARY NO: P22121

CONTRACT NO: 80559

DATE: 01.18.2023

SHEET: A1.1



FLOOR PLAN GENERAL NOTES:

A. KNOX BOX LOCATIONS SHOWN ON PLAN FOR REFERENCE ONLY. FINAL QUANTITY AND LOCATION TO BE COORDINATED WITH MUNICIPAL FIRE MARSHALL OR AHJ.

B. THIS IS A SPEC BUILDING SHELL ONLY.

C. EXIT ROUTES, ACESSIBLE ROUTES, FIRE EXTINGUISHERS, RESTROOMS, OCCUPANT LOAD, ETC. TO BE DETERMINED DURING TENANT BUILD-OUT DESIGN PHASE, UNDER A SEPARATE CONTRACT AS SPACES ARE LEASED.

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E. CATCH BASIN. BASIN COULD FALL INTO PATH OF TRAVEL. TO BE ADA COMPLIANT. DRAINAGE GAPS IN BASIN COVER CANNOT EXCEED 1/2" WIDE.

F. EXIT LIGHTS TO BE LED ILLUMINATED. DETERMINATION TO ADD EMERGENCY LIGHTING TO EXIT SIGN IS PER OWNER.

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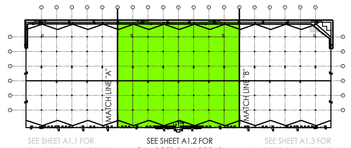
H. SEE ELEVATIONS FOR WINDOWS SET HIGH ON FACADE AND NOT VISIBLE HERE ON FLOOR PLAN. (ABOVE HOL. MTL. ENTRY DOORS.)

I. INTERIOR BUILD-OUT DIMENSIONS SHOWN ON PLAN ARE NOMINAL.

J. SEE SHEET A5.0 FOR DOOR / FRAME / WINDOW AND ROOM FINISH SCHEDULES.

SYMBOL KEY:

- XX-01 — DOOR TAG - SEE SCHEDULE, SHT A5.0
- EXIT LIGHT - SEE FP GEN NOTE "F".
- FIRE EXTINGUISHER - SEE FP GEN NOTE "D".
- CATCH BASIN - SEE FP GEN. NOTE "E".
- RD — ROOF DRAIN LEADER
- # / A-XXX — FULL HEIGHT SECTION SYMBOL
- X / X.X — DETAIL SECTION SYMBOL
- X / X.X — DETAIL SYMBOL



SEE SHEET A1.1 FOR ENLARGED PLAN OF THIS PORTION.
SEE SHEET A1.2 FOR ENLARGED PLAN OF THIS PORTION.
SEE SHEET A1.3 FOR ENLARGED PLAN OF THIS PORTION.

FLOOR PLAN KEY - ENLARGED PLAN LOCATOR
SCALE: NOT TO SCALE

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PROPOSED BUILDING #1 FOR: TOWN NINE INDUSTRIAL BUILDING A

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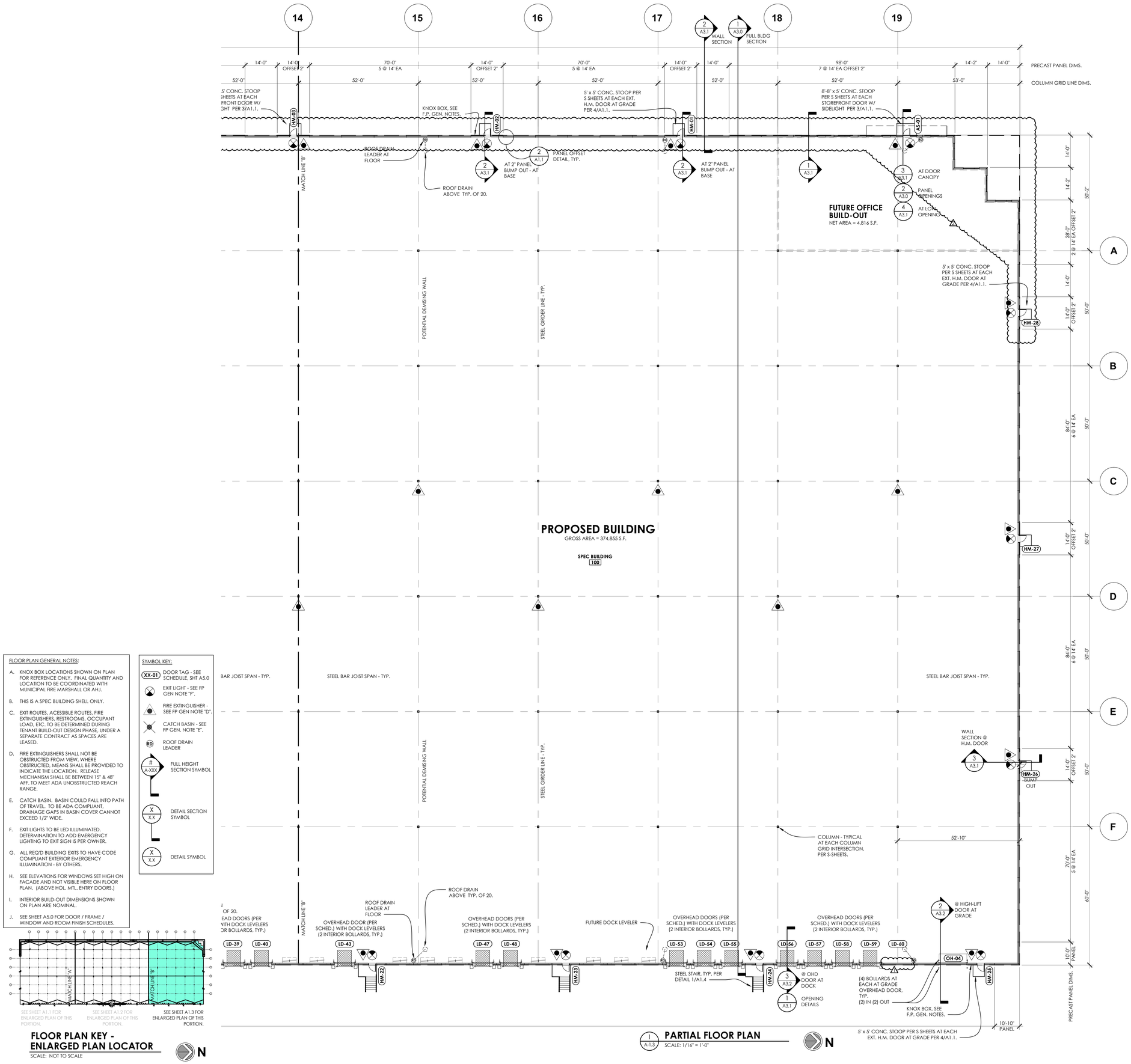
WISCONSIN MICHAEL G. MULLER A-7252 PORT WASHINGTON, WI REGISTERED ARCHITECT

03/27/2023

REVISIONS

REV. 1 - 02/14/23
REV. 2 - 03/10/23
REV. 3 - 03/27/23

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MANSKE
DRAWN BY: HMI
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 01.18.2023
SHEET: **A1.2**



1 A-1.3 **PARTIAL FLOOR PLAN**
SCALE: 1/16" = 1'-0"

N

FLOOR PLAN GENERAL NOTES:

A. KNOX BOX LOCATIONS SHOWN ON PLAN FOR REFERENCE ONLY. FINAL QUANTITY AND LOCATION TO BE COORDINATED WITH MUNICIPAL FIRE MARSHALL OR AHJ.

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J. SEE SHEET A5.0 FOR DOOR / FRAME / WINDOW AND ROOM FINISH SCHEDULES.

SYMBOL KEY:

- XX-01 — DOOR TAG - SEE SCHEDULE, SHT A5.0
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- # / A-XXX — FULL HEIGHT SECTION SYMBOL
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SEE SHEET A1.1 FOR ENLARGED PLAN OF THIS PORTION.
SEE SHEET A1.2 FOR ENLARGED PLAN OF THIS PORTION.
SEE SHEET A1.3 FOR ENLARGED PLAN OF THIS PORTION.

FLOOR PLAN KEY - ENLARGED PLAN LOCATOR
SCALE: NOT TO SCALE

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PROPOSED BUILDING #1 FOR: TOWN NINE INDUSTRIAL BUILDING A

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WISCONSIN MICHAEL G. MULLER S-7252 PORT WASHINGTON, WI REGISTERED ARCHITECT

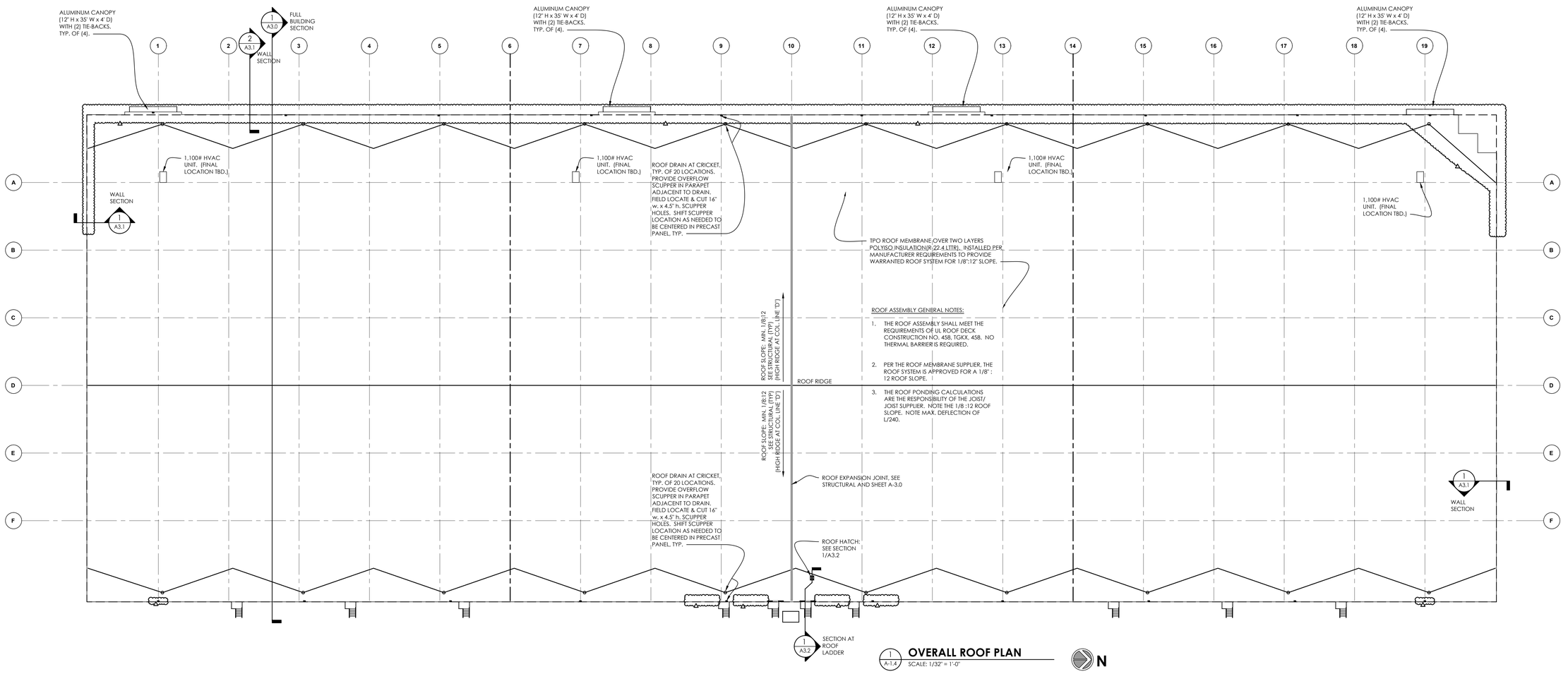
03/27/2023

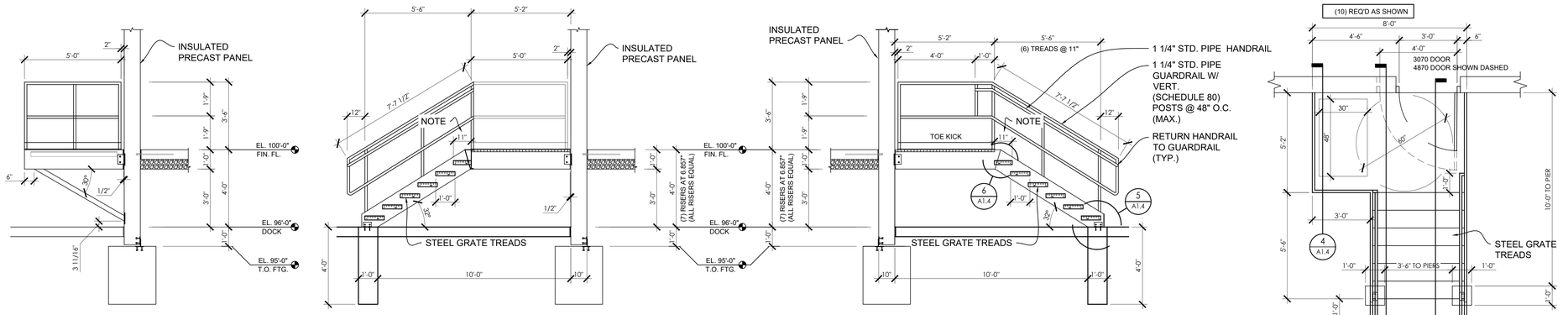
REVISIONS

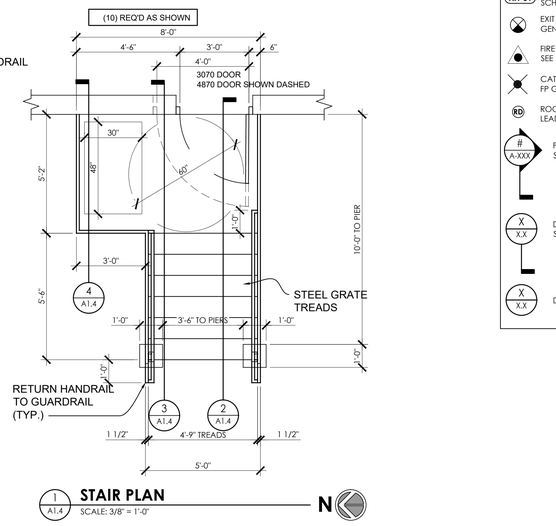
REV. 1 - 02/14/23
REV. 2 - 03/10/23
REV. 3 - 03/27/23

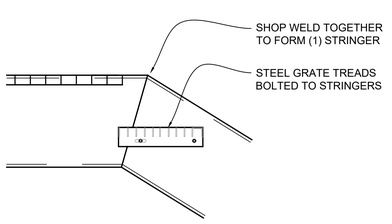
PROJECT MANAGER: N. LAURENT
DESIGNER: C. MANSKE
DRAWN BY: HMI
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 01.18.2023

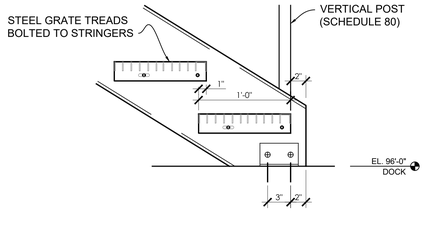
SHEET: **A1.3**











NOTE - SEE STRUCTURAL FOR MORE DETAILED INFORMATION ON STAIR STRUCTURE AND ATTACHMENT

NOTE - FIELD VERIFY AND CONFIRM ALL VERTICAL DIMENSIONS PRIOR TO FABRICATION

SYMBOL KEY:
- XX-01 DOOR TAG - SEE SCHEDULE, SHT A5.0
- EXIT LIGHT - SEE FP GEN NOTE "F".
- FIRE EXTINGUISHER - SEE FP GEN NOTE "D".
- CATCH BASIN - SEE FP GEN. NOTE "E".
- RD ROOF DRAIN LEADER
- # / A-XXX FULL HEIGHT SECTION SYMBOL
- X / X.X DETAIL SECTION SYMBOL
- X / X.X DETAIL SYMBOL

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PROPOSED BUILDING #1 FOR: TOWN NINE INDUSTRIAL BUILDING A

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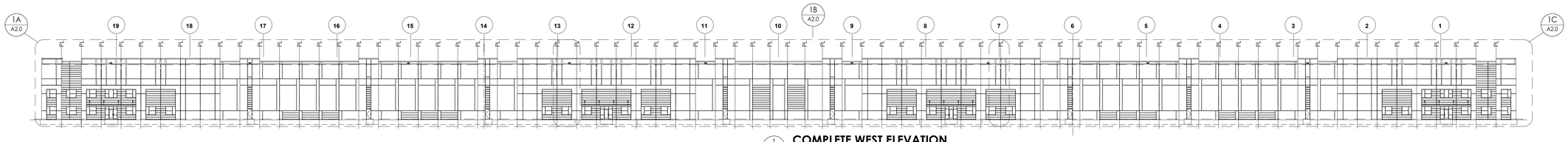
01/18/2023

REVISIONS

REV. 1 - 02/14/23

REV. 2 - 03/10/23

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MANSKE
DRAWN BY: HMI
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 01.18.2023
SHEET: A1.4



1 A2.0 **COMPLETE WEST ELEVATION**
SCALE: 1/32" = 1'-0"

REFERENCE SHEETS A2.2 AND A2.3 FOR COLOR SCHEDULE AND LOCATIONS

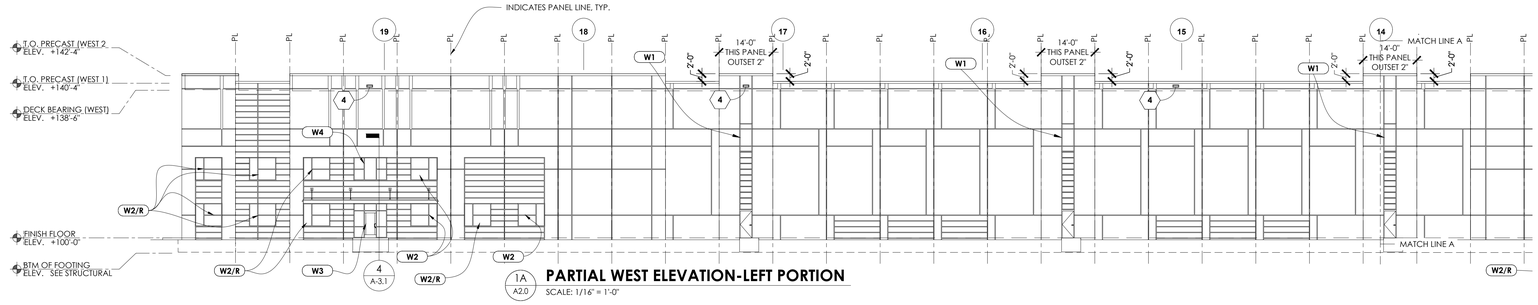
ENLARGED ELEVATION KEYED NOTES

SCALE: 1/8" = 1'-0"

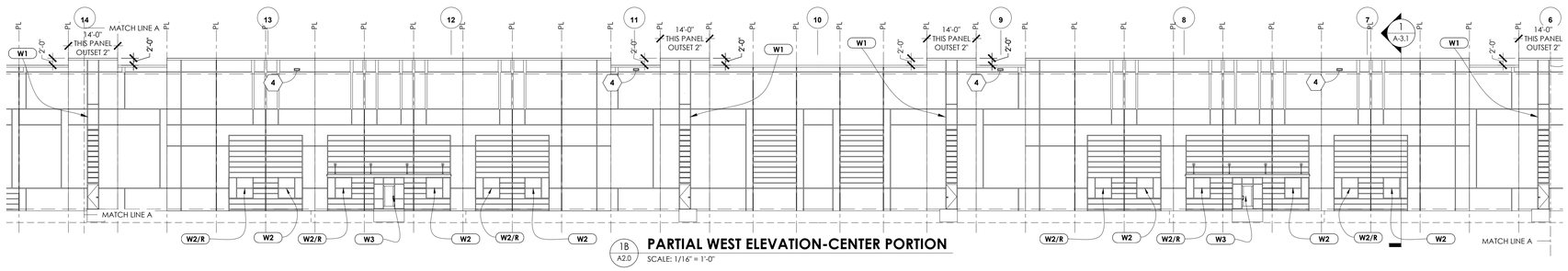
THE FOLLOWING ELEVATION KEYED NOTES ARE ENCLOSED WITH A ⬡ SYMBOL ON THE ELEVATIONS. WHILE ELEVATIONS ARE NOT FULLY KEYNOTED, THESE KEYED NOTES APPLY TO ALL ELEVATIONS.

1. ALUMINUM CANOPY SYSTEM WITH CANOPY TIE BACKS TYP. WHERE ILLUSTRATED ON WEST ELEVATION.
2. HOLLOW METAL DOOR, PRIMED AND PAINTED. COLOR: PER COLOR KEY.
3. STOREFRONT DOOR AND GLAZING SYSTEM. NATURAL ANODIZED ALUMINUM. SHIM HEAD, JAMBS AND SILL. SEAL HEAD AND JAMB. OMIT EXTERIOR SILL SEALANT TO ALLOW FOR DRAINAGE. SEE DOOR AND GLAZING ELEVATIONS ON SHEET A5.0.
4. PROVIDE SCUPPER PER SECTIONS AND ROOF PLAN. FLASH AND SEAL PER ROOFING MANUFACTURES DETAILS.
5. DOWNLIGHT WALL SCONCE AT WEST ELEVATIONS CANOPIES - TYP.
6. NOT USED
7. OVERHEAD LOADING DOORS AT DOCK (PER SCHED.) WITH DOCK LEVELERS AND DOCK DOOR SEALERS.
8. HIGH-LIFT OVERHEAD DOOR AT GRADE WITH BOLLARDS.
9. STEEL STAIRS PER SHEET A4.1. GALVANIZED STEPS WITH PRIMED AND PAINTED RAILS AND SUPPORT STRUCTURE.

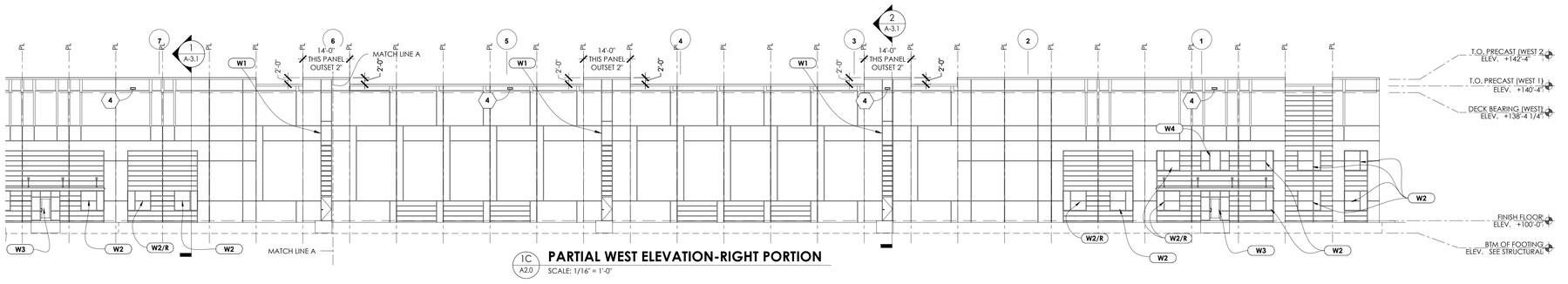
NOTE: VERIFY FINAL LOCATION AND QUANTITIES OF EXTERIOR LIGHTING



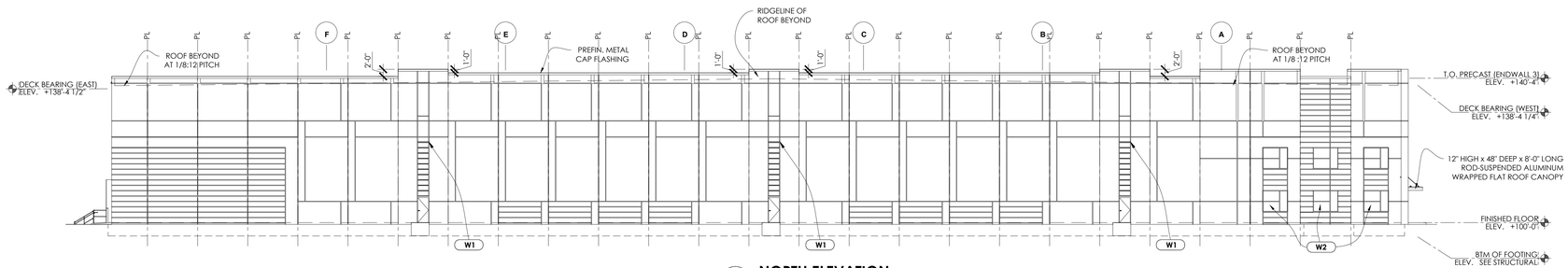
1A A2.0 **PARTIAL WEST ELEVATION-LEFT PORTION**
SCALE: 1/16" = 1'-0"



1B A2.0 **PARTIAL WEST ELEVATION-CENTER PORTION**
SCALE: 1/16" = 1'-0"



1C A2.0 **PARTIAL WEST ELEVATION-RIGHT PORTION**
SCALE: 1/16" = 1'-0"



2 A2.0 **NORTH ELEVATION**
SCALE: 1/16" = 1'-0"

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PROPOSED BUILDING #1 FOR:
TOWN NINE INDUSTRIAL BUILDING A
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WISCONSIN MICHAEL G. MULLER E-7252 PORT WASHINGTON WI ARCHITECT

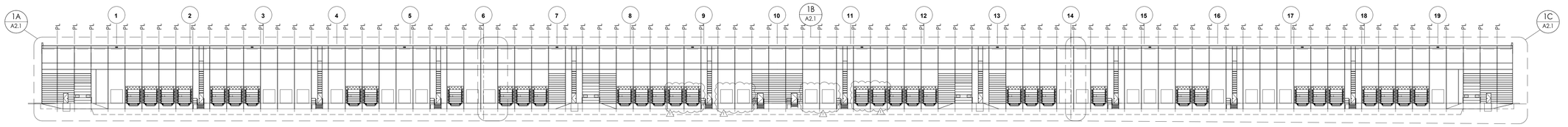
01/18/2023

REVISIONS

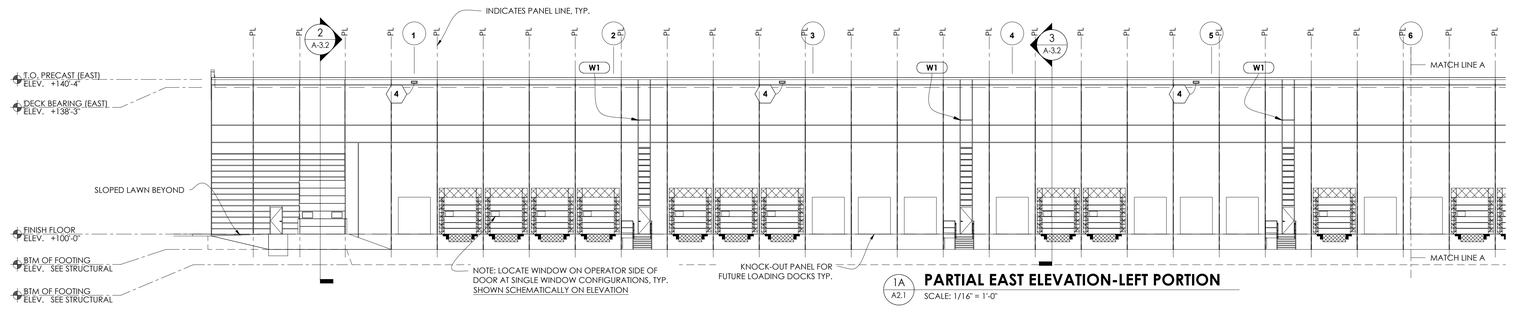
REV. 1 - 02/14/23

REV. 2 - 03/10/23

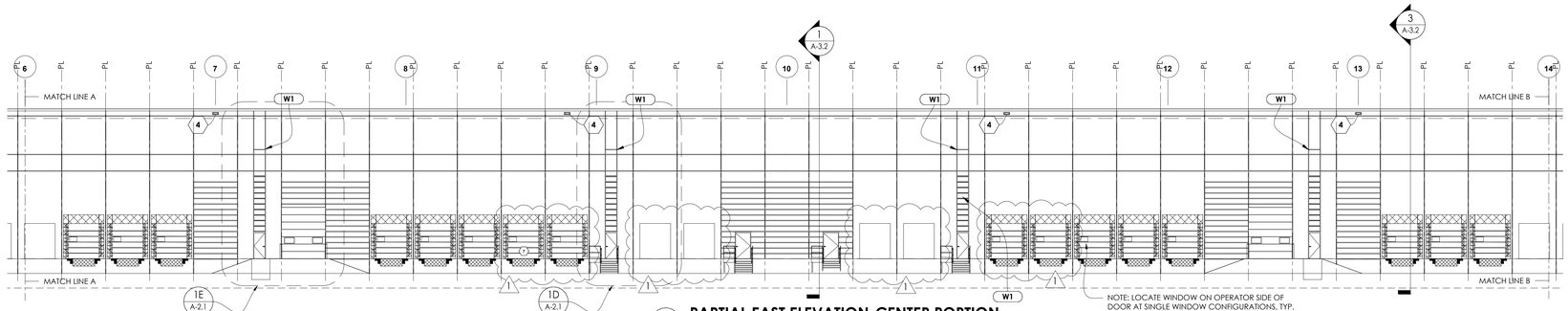
PROJECT MANAGER: N. LAURENT
DESIGNER: C. MANSKE
DRAWN BY: HMI
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 01.18.2023
SHEET: A2.0



1 A2.1 **COMPLETE EAST ELEVATION**
SCALE: 1/32" = 1'-0"



1A A2.1 **PARTIAL EAST ELEVATION-LEFT PORTION**
SCALE: 1/16" = 1'-0"



1B A2.1 **PARTIAL EAST ELEVATION-CENTER PORTION**
SCALE: 1/16" = 1'-0"

REFERENCE SHEETS A2.2 AND A2.3 FOR COLOR SCHEDULE AND LOCATIONS

ENLARGED ELEVATION KEYED NOTES
SCALE: 1/8" = 1'-0"

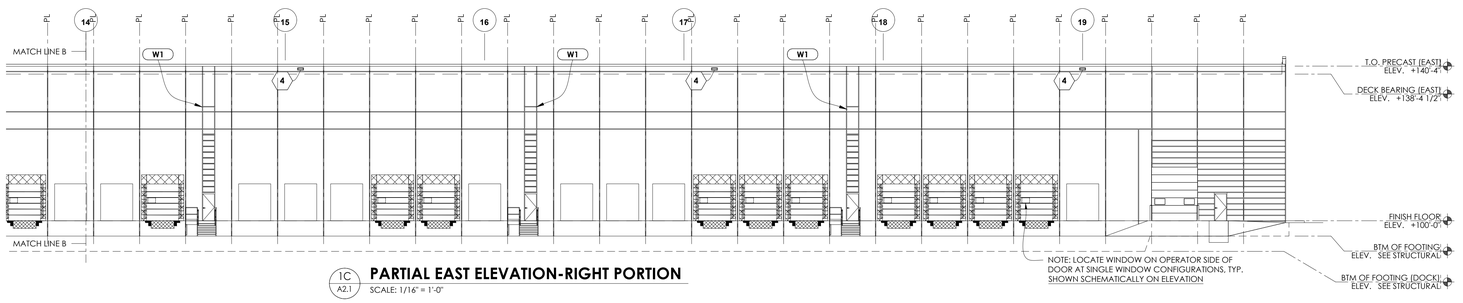
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A ⬡ SYMBOL ON THE ELEVATIONS. WHILE ELEVATIONS ARE NOT FULLY KEYNOTED,

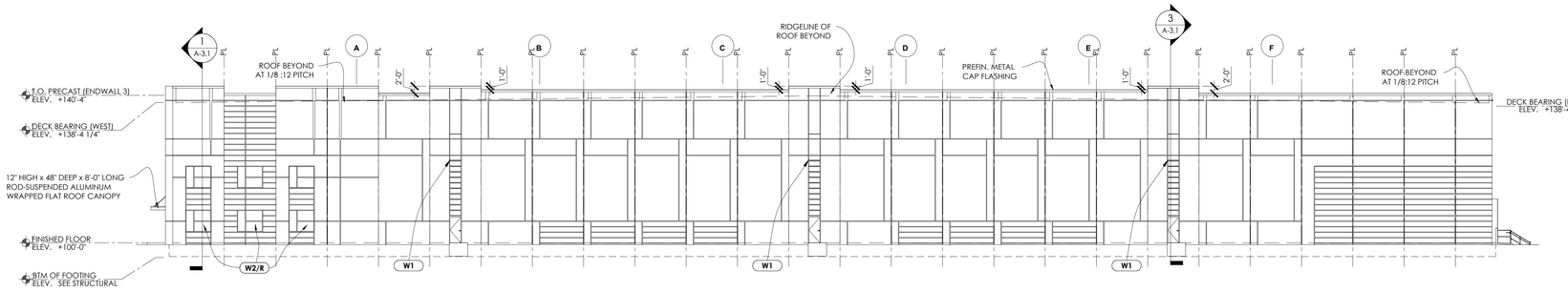
THESE KEYED NOTES APPLY TO ALL ELEVATIONS.

1. ALUMINUM CANOPY SYSTEM WITH CANOPY TIE BACKS TYP. WHERE ILLUSTRATED ON WEST ELEVATION.
2. HOLLOW METAL DOOR, PRIMED AND PAINTED. COLOR: PER COLOR KEY.
3. STOREFRONT DOOR AND GLAZING SYSTEM. NATURAL ANODIZED ALUMINUM. SHIM HEAD, JAMBS AND SILL. SEAL HEAD AND JAMB. OMIT EXTERIOR SILL SEALANT TO ALLOW FOR DRAINAGE. SEE DOOR AND GLAZING ELEVATIONS ON SHEET A5.0.
4. PROVIDE SCUPPER PER SECTIONS AND ROOF PLAN. FLASH AND SEAL PER ROOFING MANUFACTURES DETAILS.
5. DOWNLIGHT WALL SCONCE AT WEST ELEVATIONS CANOPIES - TYP.
6. NOT USED
7. OVERHEAD LOADING DOORS AT DOCK (PER SCHED.) WITH DOCK LEVELERS AND DOCK DOOR SEALERS.
8. HIGH-LIFT OVERHEAD DOOR AT GRADE WITH BOLLARDS.
9. STEEL STAIRS PER SHEET A4.1, GALVANIZED STEPS WITH PRIMED AND PAINTED RAILS AND SUPPORT STRUCTURE.

NOTE: VERIFY FINAL LOCATION AND QUANTITIES OF EXTERIOR LIGHTING



1C A2.1 **PARTIAL EAST ELEVATION-RIGHT PORTION**
SCALE: 1/16" = 1'-0"



2 A2.1 **SOUTH ELEVATION**
SCALE: 1/16" = 1'-0"

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PROPOSED BUILDING #1 FOR:
TOWN NINE INDUSTRIAL BUILDING A
N104W12667 DONGES BAY RD., GERMANTOWN, WISCONSIN

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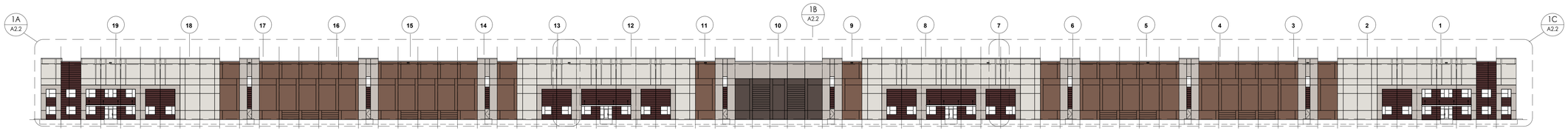
01/18/2023

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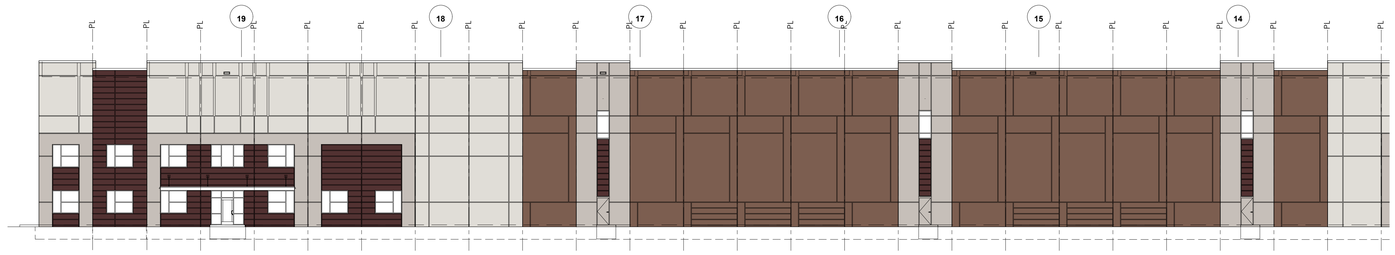
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REV. 2 - 03/10/23

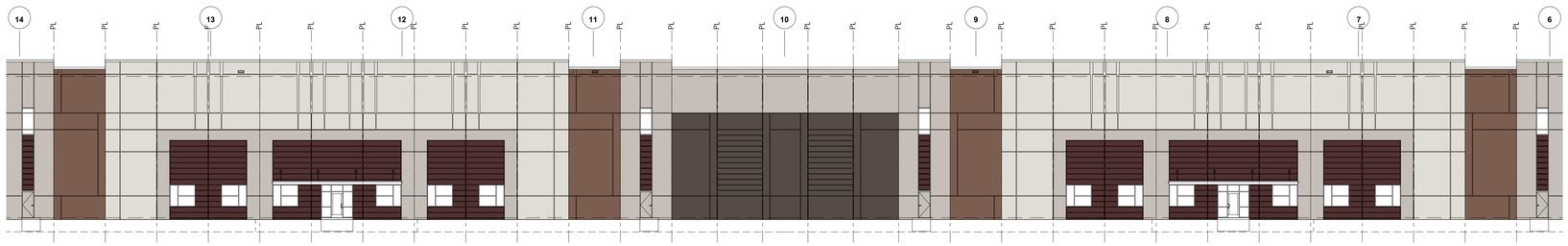
PROJECT MANAGER: N. LAURENT
DESIGNER: C. MANSKE
DRAWN BY: HMI
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 01.18.2023
SHEET: A2.1



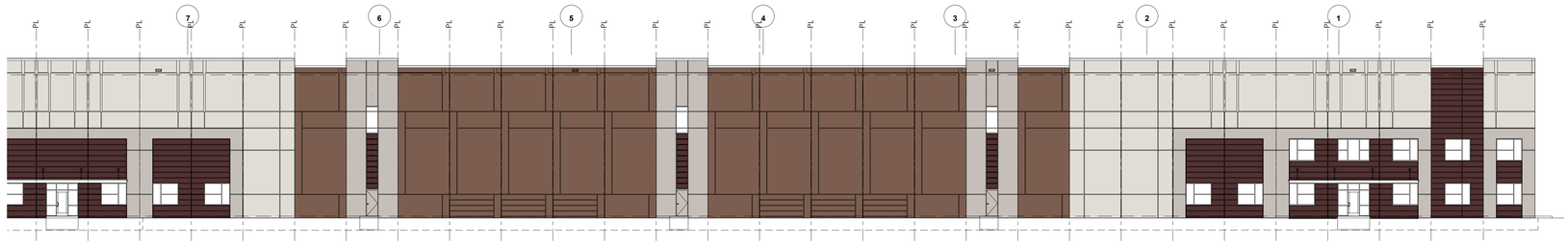
1 A2.2 **COMPLETE RENDERED WEST ELEVATION**
SCALE: 1/32" = 1'-0"



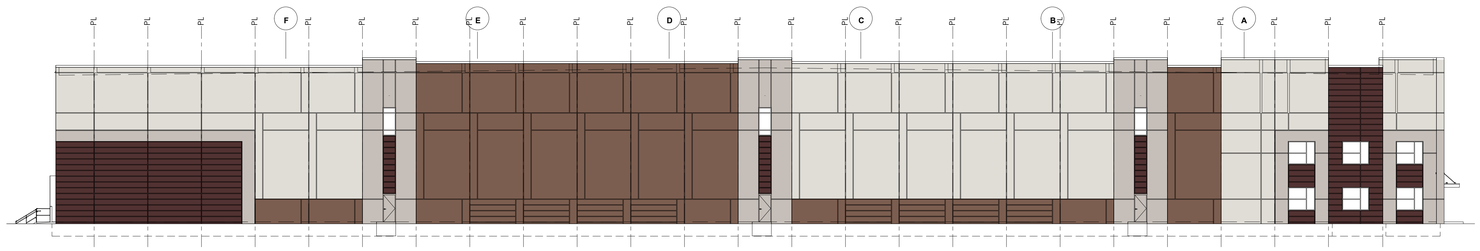
1A A2.2 **RENDERED PARTIAL WEST ELEVATION-LEFT PORTION**
SCALE: 1/16" = 1'-0"



1B A2.2 **RENDERED PARTIAL WEST ELEVATION-CENTER PORTION**
SCALE: 1/16" = 1'-0"



1C A2.2 **RENDERED PARTIAL WEST ELEVATION-RIGHT PORTION**
SCALE: 1/16" = 1'-0"



2 A2.2 **RENDERED NORTH ELEVATION**
SCALE: 1/16" = 1'-0"

NOTES:
- THIS COLORED ELEVATION EXHIBIT IS IN REGARD TO PRECAST PANEL PAINT COLORS ONLY.
- COLORS DEPICTED ARE SCHEMATIC ONLY. SEE EXTERIOR MATERIALS SELECTION FORM FOR FINAL COLORS

PRECAST PAINT COLOR #1
PRECAST PAINT COLOR #2
PRECAST PAINT COLOR #3
PRECAST PAINT COLOR #4
PRECAST PAINT COLOR #5

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PROPOSED BUILDING #1 FOR: TOWN NINE INDUSTRIAL BUILDING A

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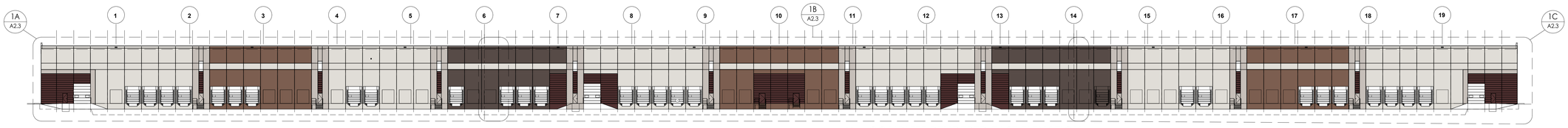
01/18/2023

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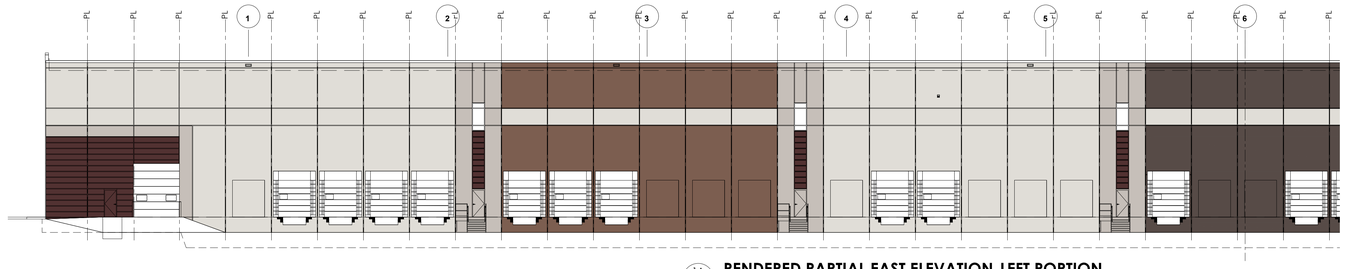
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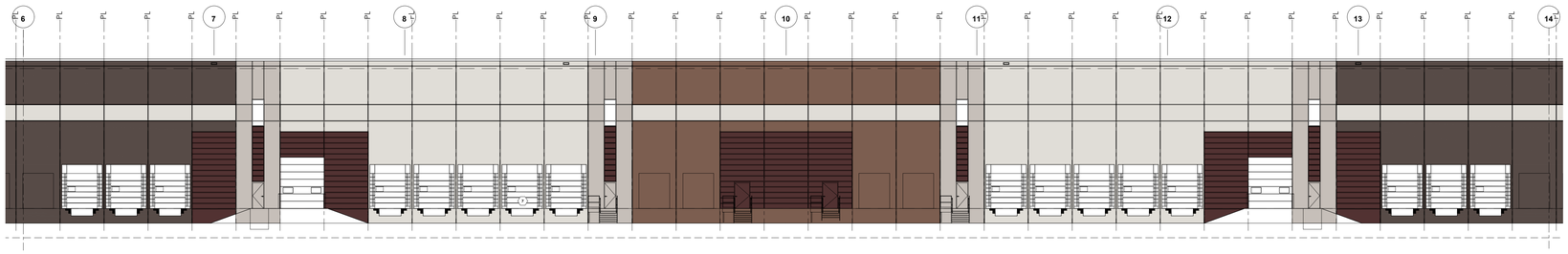
PROJECT MANAGER: N. LAURENT
DESIGNER: C. MANSKE
DRAWN BY: HMI
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 01.18.2023
SHEET: **A2.2**



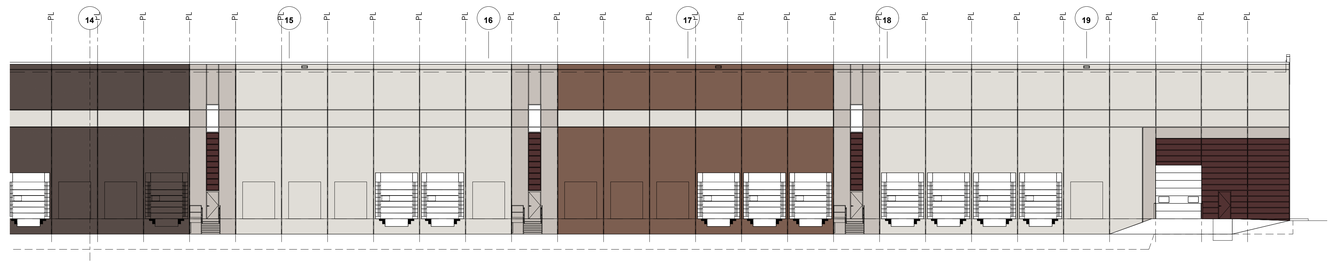
1 A2.3 **COMPLETE RENDERED EAST ELEVATION**
SCALE: 1/32" = 1'-0"



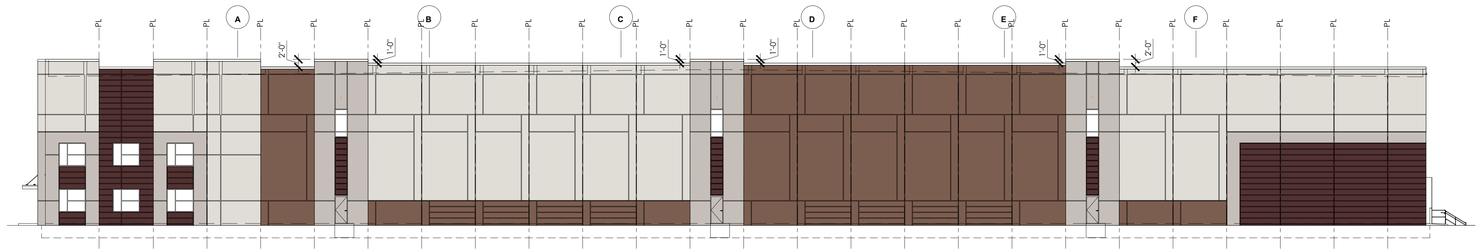
1A A2.3 **RENDERED PARTIAL EAST ELEVATION-LEFT PORTION**
SCALE: 1/16" = 1'-0"



1B A2.3 **RENDERED PARTIAL EAST ELEVATION-CENTER PORTION**
SCALE: 1/16" = 1'-0"



1C A2.3 **RENDERED PARTIAL EAST ELEVATION-RIGHT PORTION**
SCALE: 1/16" = 1'-0"



2 A2.3 **RENDERED SOUTH ELEVATION**
SCALE: 1/16" = 1'-0"

NOTES:
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PROPOSED BUILDING #1 FOR: TOWN NINE INDUSTRIAL BUILDING A

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PORT WASHINGTON
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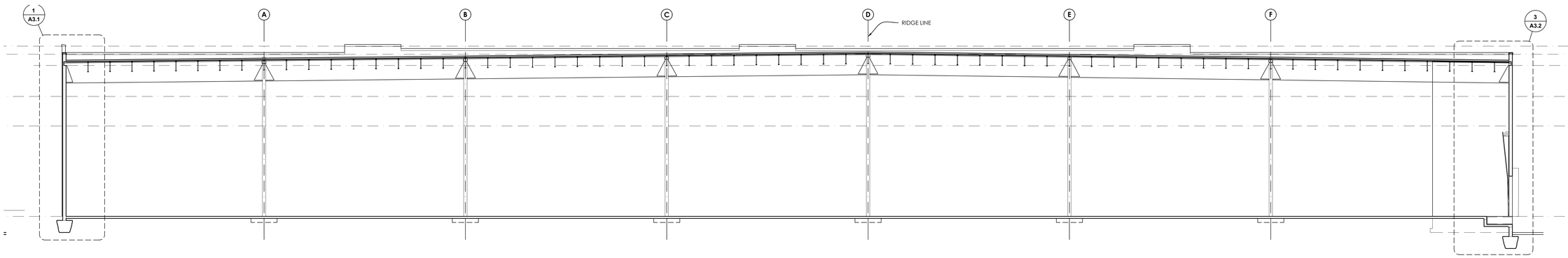
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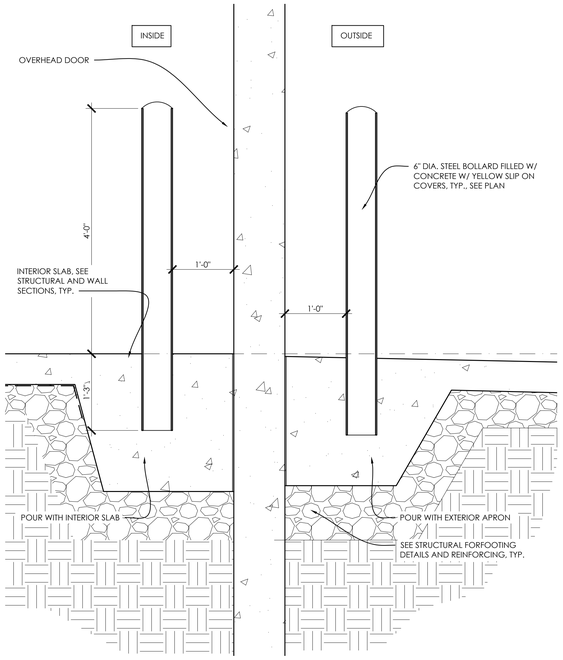
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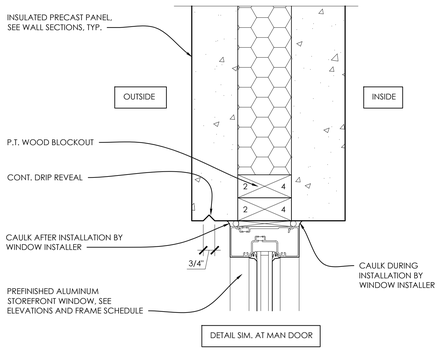
PROJECT MANAGER: N. LAURENT
DESIGNER: C. MANSKE
DRAWN BY: HMI
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 01.18.2023
SHEET: A2.3



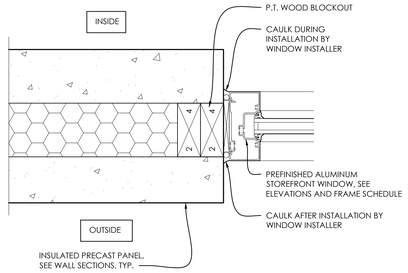
1 A-3.0 BUILDING SECTION
SCALE: 3/32" = 1'-0"



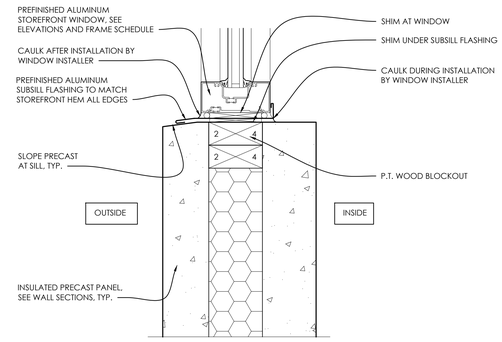
4 A-3.0 TYPICAL BOLLARD DETAIL
SCALE: 1" = 1'-0"



HEAD

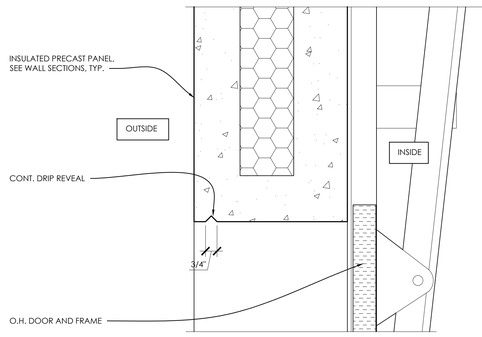


JAMB

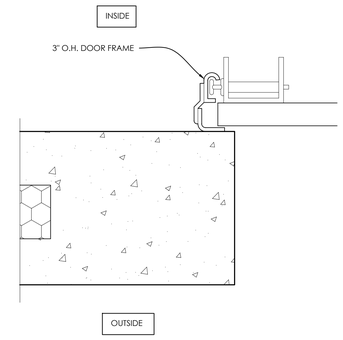


SILL

2 A-3.0 TYPICAL WINDOW OPENING DETAILS (DETAILS SIMILAR AT MAN DOORS)
SCALE: 3" = 1'-0"

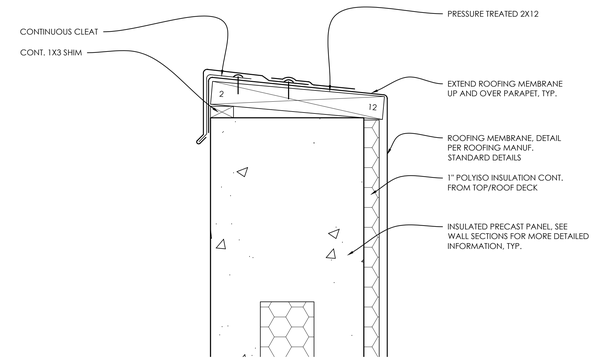


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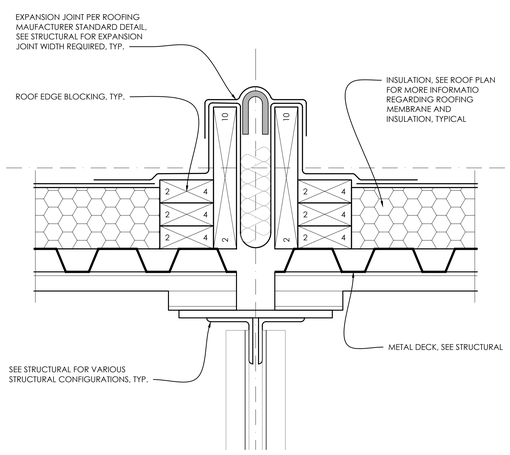


JAMB

3 A-3.0 TYPICAL OVERHEAD DOOR OPENING DETAILS
SCALE: 3" = 1'-0"



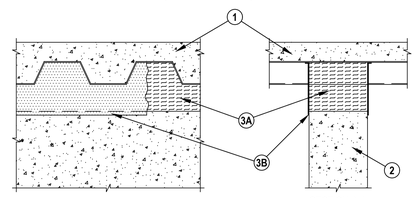
5 A-3.0 TYPICAL COPING DETAIL
SCALE: 3" = 1'-0"



6 A-3.0 TYPICAL EXPANSION JOINT DETAIL
SCALE: 3" = 1'-0"

CLASSIFIED UL C US
Classified by Underwriters Laboratories, Inc. to UL 2079 and CAN/ULC-S115

System No. HW-D-1037
Assembly Rating - 2 Hr
Nominal Joint Width - 3-1/2 In.
Class II Movement Capabilities - 14% Compression and Extension



SECTION A-A

1. Floor Assembly — The fire-rated fluted steel floor unit/concrete floor assembly shall be constructed of the materials and in the manner described in the individual Floor-Ceiling Design in the Fire Resistance Directory and shall include the following construction features:
   A. Steel Floor and Form Units* — Max 3 in. (76 mm) deep galv steel fluted floor units.
   B. Concrete — Min 2-1/2 in. (64 mm) thick reinforced concrete, as measured from the top plane of the floor units.
   C. Spray-Applied Fire Resistive Materials* — (Optional)—(Not Shown)—Prior to the installation of the forming material and fill, void or cavity material (Items 3A, 3B) the steel floor units may be sprayed with a min 5/16 in. (8 mm) to max 1-3/4 in. (44 mm) thickness of fire resistive material.
   W R GRACE & CO - CONN — Type MK-6 HY
1A. Roof Assembly (Not Shown) — As an alternate to the floor assembly, a fire rated fluted steel deck roof assembly may be used. The roof assembly shall be constructed of the materials and in the manner described in the individual P900 Series Roof-Ceiling Design in the UL Fire Resistance Directory. The hourly rating of the roof assembly shall be equal to or greater than the hourly rating of the wall assembly. The roof assembly shall include the following construction features:
   A. Steel Roof Deck — Max 3 in. (76 mm) deep galv steel fluted roof deck.
   B. Roof Insulation — Min 2-1/4 in. (57 mm) thick poured insulating concrete, as measured from the top plane of the floor units.
1B. Roof Assembly — As an alternate to Items 1 and 1A, a fire rated protected fluted steel deck roof assembly may be used. The roof assembly shall be constructed of the materials and in the manner described in the individual P700 Series Roof-Ceiling Design in the UL Fire Resistance Directory. The hourly rating of the roof assembly shall be equal to or greater than the hourly rating of the wall assembly. The roof assembly shall include the following construction features:
   A. Steel Roof Deck — Max 3 in. (76 mm) deep galv steel fluted roof deck.
   B. Spray-Applied Fire Resistive Materials* — (Not Shown) - Prior to the installation of the steel ceiling runners, Forming Material and Fill, Void or Cavity Material (Items 2A, 3A, 3B), the roof assembly shall be sprayed with the type and thickness of fire resistive material indicated in the individual P700 Series design.
2. Wall Assembly — Min 8 in. (203 mm) thick steel reinforced lightweight or normal weight (100-150 pcf) (1600 -2400 kg/m3) structural concrete. Wall may also be constructed of any UL Classified Concrete Blocks*.
3. See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.JOINT SYSTEM — MAX SEPARATION BETWEEN BOTTOM OF FLOOR UNITS AND TOP OF CONCRETE WALL AT TIME OF INSTALLATION IS 3-1/2 IN. (89 MM). THE JOINT SYSTEM IS DESIGNED TO ACCOMMODATE A MAX 14 PERCENT COMPRESSION OR EXTENSION FROM ITS INSTALLED WIDTH. THE JOINT SYSTEM SHALL CONSISTS OF THE FOLLOWING:
   A. FORMING MATERIAL* — NOM 4 IN. (102 MM) THICK PIECES OF NOM 4 PCF (64 KG/M3) FORMING MATERIAL SIZED TO ATTAIN A MIN COMPRESSION RATE OF 50 PERCENT IN THE THICKNESS DIRECTION FIRMLY PACKED TO COMPLETELY FILL THE FLUTES. ADDITIONAL PIECES OF BATT INSULATION, MIN 8 IN. (203 MM) WIDE, SHALL BE COMPRESSED 50 PERCENT IN THICKNESS AND INSTALLED EDGE FIRST INTO JOINT OPENING BETWEEN BOTTOM OF FLUTED FLOOR OR ROOF UNITS AND TOP OF CONCRETE WALL. THERMAFIBER INC — TYPE SAF
A1. FORMING MATERIAL*—PLUGS — OPTIONAL-NOT SHOWN) PERFORMED MINERAL WOOL PLUGS, FORMED TO THE SHAPE OF THE FLUTED FLOOR UNITS, FRICTION FIT TO COMPLETELY FILL THE FLUTES ABOVE THE CEILING RUNNER. THE PLUGS SHALL BE FLUSH WITH BOTH WALL SURFACES. ADDITIONAL FORMING MATERIAL, DESCRIBED IN ITEM 3A, TO BE USED IN CONJUNCTION WITH THE PLUGS TO FILL THE GAP BETWEEN THE TOP OF THE WALL AND THE BOTTOM OF THE STEEL FLOOR UNITS. HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CP777 SPEED PLUGS
A2. FORMING MATERIAL — AS AN ALTERNATE TO ITEM 3A, MIN 6 PCF (96 KG/M3) CERAMIC BLANKET INSULATION INSTALLED IN JOINT AS A PERMANENT FORM, NOMINAL 4 IN (102 MM) THICK PIECES OF NOMINAL 6 PCF (96 KG/M3) FORMING MATERIAL SIZED TO ATTAIN A MIN COMPRESSION RATE OF 50 PERCENT IN THE THICKNESS DIRECTION FIRMLY PACKED TO COMPLETELY FILL THE FLUTES. ADDITIONAL PIECES OF BATT INSULATION, MIN 8 IN. (203 MM) WIDE, SHALL BE COMPRESSED 50 PERCENT IN THICKNESS AND INSTALLED EDGE FIRST INTO JOINT OPENING BETWEEN BOTTOM OF FLUTED FLOOR OR ROOF UNITS AND TOP OF CONCRETE WALL.
B. FILL, VOID OR CAVITY MATERIAL* - SEALANT — A 1/8 IN. (3.2 MM) WET THICKNESS OF FILL MATERIAL SPRAYED OF TROWLED ON EACH SIDE OF WALL TO COMPLETELY COVER MINERAL WOOL FORMING MATERIAL AND TO OVERLAP A MIN 1/2 IN. (13 MM) ONTO STEEL FLOOR UNITS AND CONCRETE WALL. WHEN SPRAY-APPLIED FIRE RESISTIVE MATERIAL* IS APPLIED TO THE STEEL DECK, THE FILL MATERIAL IS TO OVERLAP THE WALL A MIN ½ IN. AND THE SPRAY-APPLIED FIRE RESISTIVE MATERIAL A MIN OF 2 IN. (51 MM) ON BOTH SIDES OF THE WALL.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CP672 FIRESTOP SPRAY OR CFS-SP WB FIRESTOP JOINT SPRAY

*BEARING THE UL CLASSIFICATION MARK

PROPOSED BUILDING #1 FOR:
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MICHAEL G. MULLER
A-7252
PORT WASHINGTON, WI
REGISTERED ARCHITECT

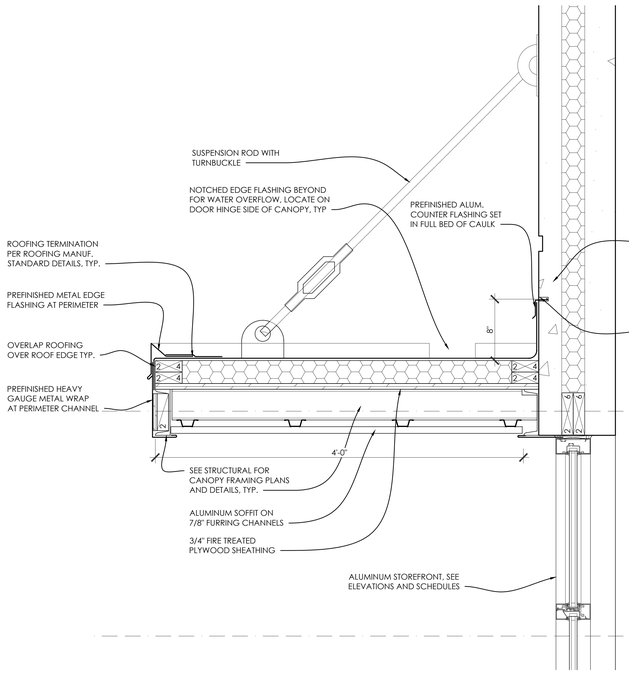
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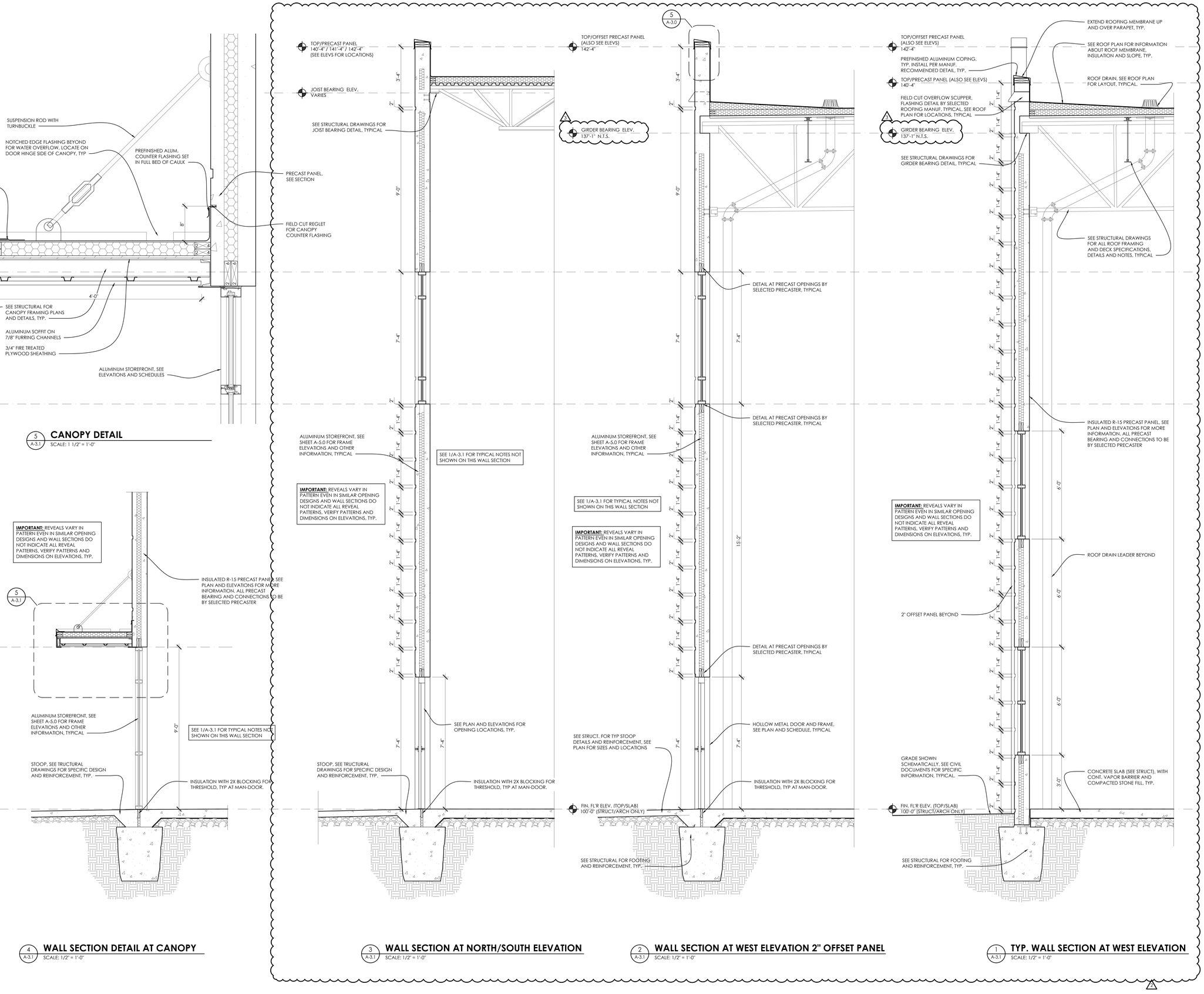
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DATE: 01.18.2023
SHEET: A3.0



5 A-3.1 **CANOPY DETAIL**
SCALE: 1 1/2" = 1'-0"



4 A-3.1 **WALL SECTION DETAIL AT CANOPY**
SCALE: 1/2" = 1'-0"

3 A-3.1 **WALL SECTION AT NORTH/SOUTH ELEVATION**
SCALE: 1/2" = 1'-0"

2 A-3.1 **WALL SECTION AT WEST ELEVATION 2" OFFSET PANEL**
SCALE: 1/2" = 1'-0"

1 A-3.1 **TYP. WALL SECTION AT WEST ELEVATION**
SCALE: 1/2" = 1'-0"

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PROPOSED BUILDING #1 FOR:
TOWN NINE INDUSTRIAL BUILDING A
N104W12667 DONGES BAY RD., GERMANTOWN, WISCONSIN

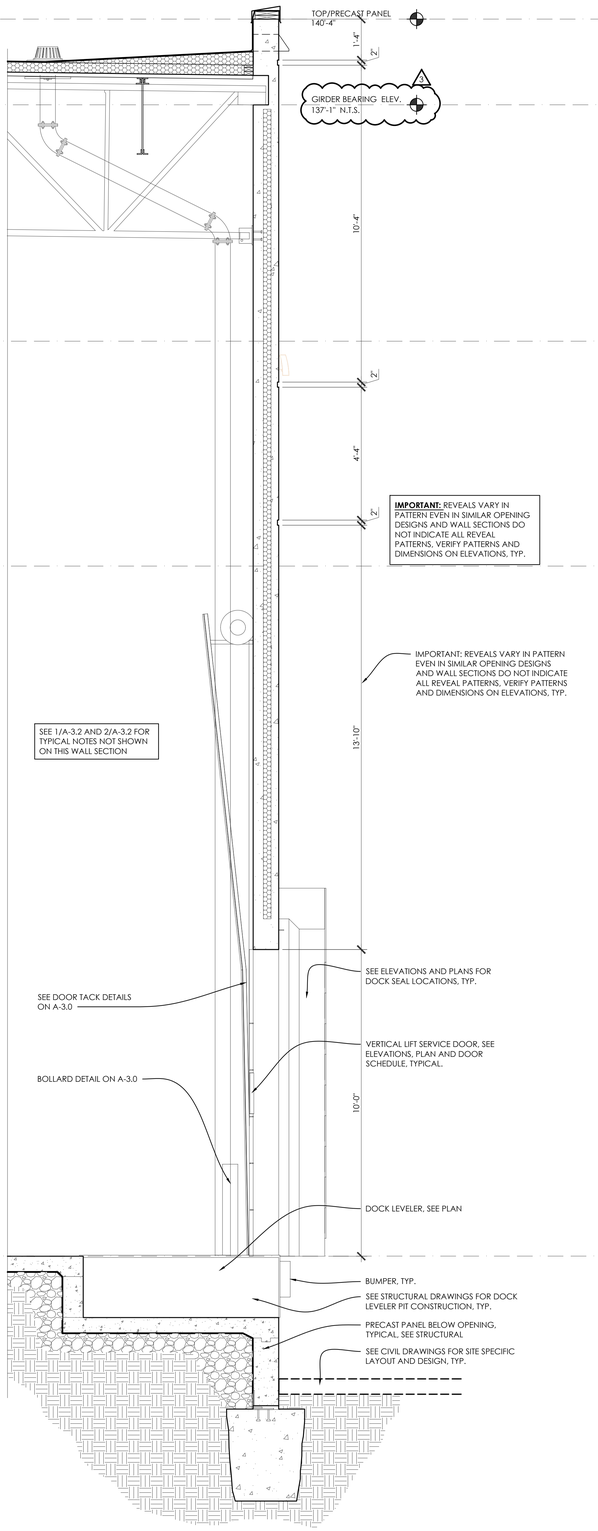
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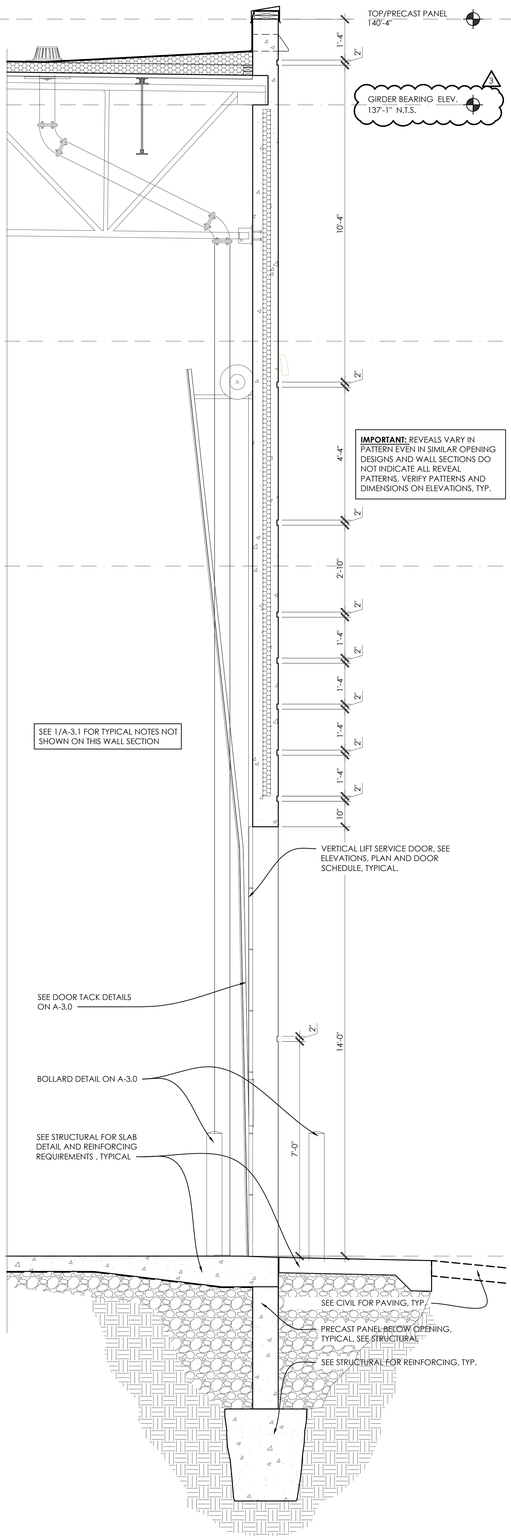
03/27/2023

REVISIONS
REV. 1 - 02/14/23
REV. 2 - 03/10/23
REV. 3 - 03/27/23

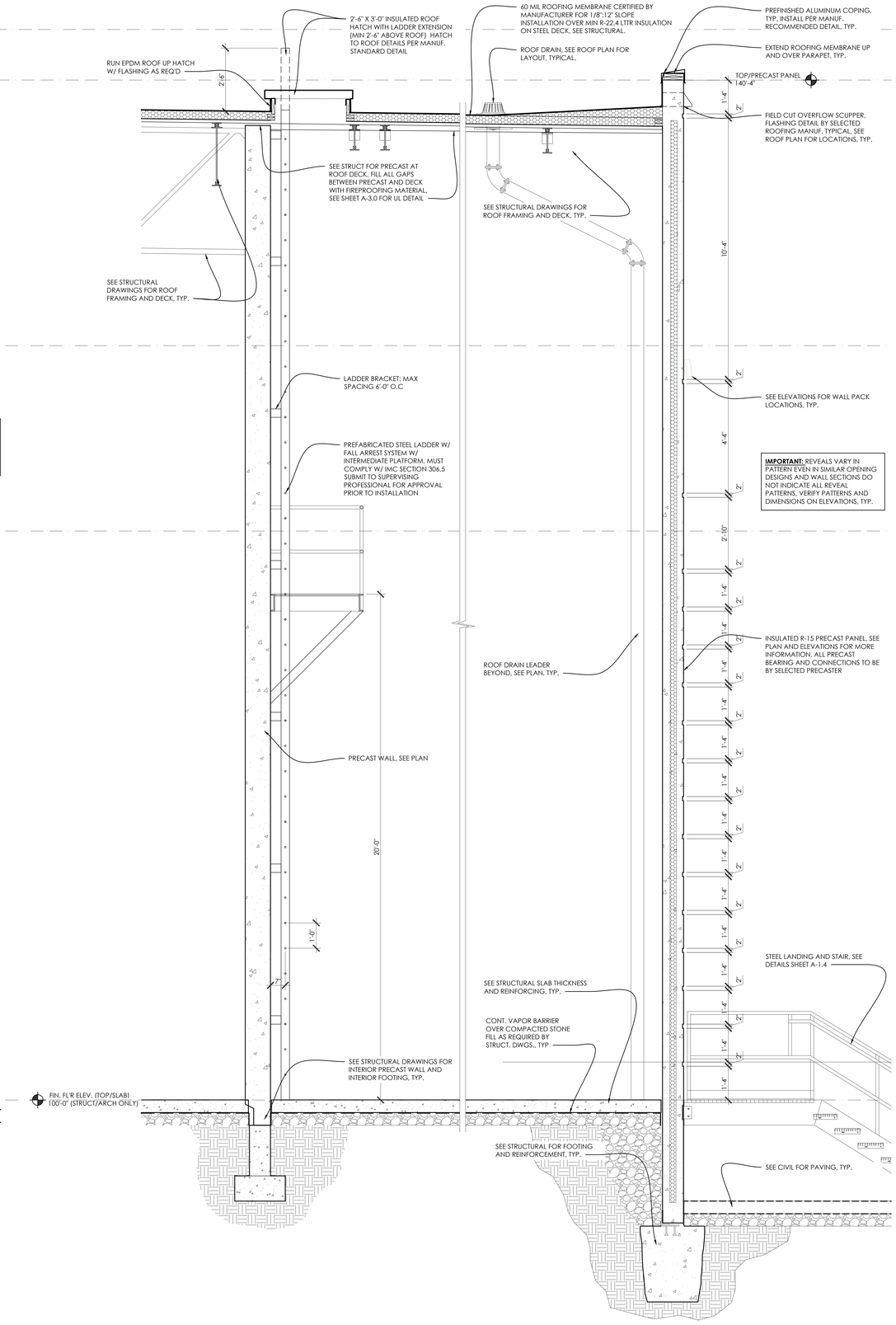
PROJECT MANAGER: N. LAURENT
DESIGNER: C. MANSKE
DRAWN BY: HMI
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 01.18.2023
SHEET: **A3.1**



3 A-3.2 **WALL SECTION**
SCALE: 1/2" = 1'-0"



2 A-3.2 **WALL SECTION**
SCALE: 1/2" = 1'-0"



1 A-3.2 **WALL SECTION**
SCALE: 1/2" = 1'-0"

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PROPOSED BUILDING #1 FOR: TOWN NINE INDUSTRIAL BUILDING A

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WISCONSIN
MICHAEL G. MULLER
A-7252
PORT WASHINGTON, WI

03/27/2023

REVISIONS
REV. 1 - 02/14/23
REV. 2 - 03/10/23
REV. 3 - 03/27/23

PROJECT MANAGER: N. LAURENT
DESIGNER: C. MANSKE
DRAWN BY: HMI
EXPEDITOR: A. COHEN
SUPERVISOR: T. WAGNER
PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 01.18.2023
SHEET: A3.2

DOOR AND FRAME SCHEDULE

SYMBOL MARK	DOOR SIZE	DOOR TYPE	DOOR MATERIAL	DOOR LITE	HARDWARE FUNCTION	DOOR CLOSURE Y or N	DOOR CLOSURE TYPE	REMARKS	FRAMES TYPE	FRAMES REMARKS
"HM" HOLLOW METAL - RIGHT SIDE PULL										
HM-01	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-02	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-03	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-04	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-09	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-10	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-11	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-12	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-16	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-26	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-27	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-28	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
-	-	-	-	-		-	**-**	-		-
"HM" HOLLOW METAL - LEFT SIDE PULL										
HM-05	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-06	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-07	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-08	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-13	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-14	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-15	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-17	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-18	4'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	PUSH BUTTON LOCKSET, CLOSURE TO HAVE HOLD OPEN.	A	**CONT. PIANO HINGE**
HM-19	4'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	PUSH BUTTON LOCKSET, CLOSURE TO HAVE HOLD OPEN.	A	**PANIC DEVICE FOR EXITING, CONT. PIANO HINGE**
HM-20	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-21	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-22	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-23	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-24	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
HM-25	3'-0" X 7'-0"	A	INSULATED H.M.	NA	A	Y	HYDR.	-	A	-
-	-	-	-	-	-	-	-	-	-	-
"AS" ALUMINUM STOREFRONT - RIGHT SIDE PULL (NON-THERMAL STANDARD NARROW STILE 10" BOTTOM RAIL, 1/4" SB60, #2 ON SOLARBRONZE, 1/2" ARGON (90%), 1/4" CLEAR, ALUM. SPACER - THERMAL PERFORMANCE: U VALUE = 0.63, SHGC = 0.19, VT = 0.26) ⚠2										
AS-01	3'-0" X 7'-0"	B	ANOD. ALUM.	TEMPERED	B	Y	HYDR.	ELECTRIC STRIKE	B	**CONT. PIANO HINGE**
AS-02	3'-0" X 7'-0"	B	ANOD. ALUM.	TEMPERED	B	Y	HYDR.	ELECTRIC STRIKE	B	**CONT. PIANO HINGE**
-	-	-	-	-	-	-	-	-	-	-
"AS" ALUMINUM STOREFRONT - LEFT SIDE PULL (NON-THERMAL STANDARD NARROW STILE 10" BOTTOM RAIL, 1/4" SB60, #2 ON SOLARBRONZE, 1/2" ARGON (90%), 1/4" CLEAR, ALUM. SPACER - THERMAL PERFORMANCE: U VALUE = 0.63, SHGC = 0.19, VT = 0.26) ⚠2										
AS-03	3'-0" X 7'-0"	B	ANOD. ALUM.	TEMPERED	B	Y	HYDR.	ELECTRIC STRIKE	B	**CONT. PIANO HINGE**
AS-04	3'-0" X 7'-0"	B	ANOD. ALUM.	TEMPERED	B	Y	HYDR.	ELECTRIC STRIKE	B	**CONT. PIANO HINGE**
-	-	-	-	-		-	-	-	-	-

SYMBOL MARK	DOOR SIZE	DOOR TYPE	DOOR MATERIAL	DOOR LITE	HARDWARE FUNCTION	DOOR CLOSURE Y or N	DOOR CLOSURE TYPE	REMARKS	FRAMES TYPE	FRAMES REMARKS

DOOR AND FRAME SCHEDULE NOTES:

HARDWARE FUNCTION "A"

COMMERCIAL GRADE INSULATED STEEL SERVICE DOORS:
- U VALUE = 0.38 OR BETTER.
- ADA LEVER HANDLES WITH KEYED LOCKSET. HANDLES & LOCKSETS ARE HEAVY-DUTY COMMERCIAL RATED.
- STORE ROOM FUNCTION
- 1 1/2 PR. BALL BEARING HINGES,
- HYDRAULIC CLOSER,
- LATCH GUARD,
- SELF-SEALING SWEEP,
- ADA COMPLIANT ALUMINUM THRESHOLD.

HARDWARE FUNCTION "B"

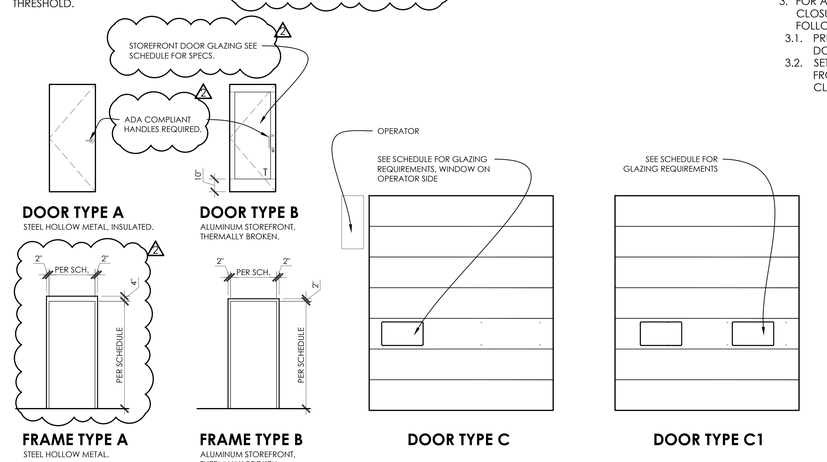
ALUMINUM, THERMALLY BROKEN STOREFRONT DOORS:
- 1" INSULATED TEMPERED GLASS
- TUBULAR PULL
- PANIC HDWE. PUSH, 1 3/4" THK, w/ NARROW STILE,
- CONTINUOUS HINGES,
- THUMB TURN LOCK,
- HYDRAULIC CLOSERS,
- WEATHER STRIPPING,
- DOOR SWEEP,
- ADA COMPLIANT THRESHOLD.

HARDWARE FUNCTION "C"

INSULATED STEEL OVERHEAD DOORS:
- TEMPERED GLASS LITES, PER DOOR SCHEDULE, THIS SHEET.
- HEAVY DUTY COMMERCIAL OPENER w/ 3 BUTTON STATION LABELED "OPEN" "STOP" and "CLOSE".

DOOR AND GLAZING SCHEDULE GENERAL NOTES:

1. AT OVERHEAD DOCK DOORS, PROVIDE DOCK SEALS, DOCK BUMPERS AND DOCK LIGHTS.
2. HARDWARE FUNCTION CHOICES AS FOLLOWS:
   - 2.1. PUSH / PULL
   - 2.2. PASSAGE
   - 2.3. PRIVACY
   - 2.4. KEYED LOCK
3. FOR ADA COMPLIANCE SET DOOR CLOSURE PRESSURES AND SPEEDS AS FOLLOWS:
   - 3.1. PRESSURE 8# MAX AT EXTERIOR DOORS.
   - 3.2. SET CLOSING SPEED AT 5 SEC. MIN FROM 90 DEG. OPEN TO 7" FROM CLOSED.

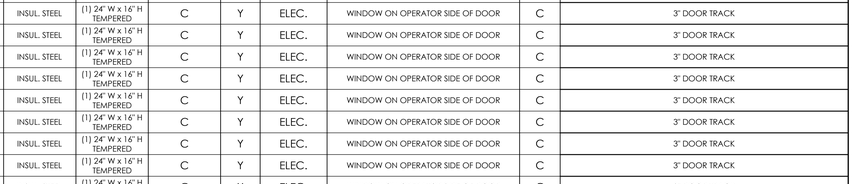


1 A5.0 **DOOR & FRAME TYPE DIAGRAMS**
SCALE: 1/4" = 1'-0"

DOOR AND FRAME SCHEDULE

SYMBOL MARK	DOOR SIZE	DOOR TYPE	DOOR MATERIAL	DOOR LITE	HARDWARE FUNCTION	DOOR OPENER Y or N	DOOR OPENER TYPE	REMARKS	FRAMES TYPE	FRAMES REMARKS
"LD" LOADING DOOR (AT DOCK)										
LD-01	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-02	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-03	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-04	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-05	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-06	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-07	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-08	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-13	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-14	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-18	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-21	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-22	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-23	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-24	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-25	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-26	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-29	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-30	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-31	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-32	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-35	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-36	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-37	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-38	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-39	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-40	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-43	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-47	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-48	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-53	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-54	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-55	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-56	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-57	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-58	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-59	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
LD-60	9'-0" W x 10'-0" H	C	INSUL. STEEL	(1) 24" W x 16" H TEMPERED	C	Y	ELEC.	WINDOW ON OPERATOR SIDE OF DOOR	C	3" DOOR TRACK
-	-	-	-	-	-	-	**-**	-	-	-
"OH" OVERHEAD DOOR (AT GRADE)										
OH-01	12'-0" W x 14'-0" H	C	INSUL. STEEL	(2) 24" W x 16" H TEMPERED	C1	Y	ELEC.	-	C	3" DOOR TRACK
OH-02	12'-0" W x 14'-0" H	C	INSUL. STEEL	(2) 24" W x 16" H TEMPERED	C1	Y	ELEC.	-	C	3" DOOR TRACK
OH-03	12'-0" W x 14'-0" H	C	INSUL. STEEL	(2) 24" W x 16" H TEMPERED	C1	Y	ELEC.	-	C	3" DOOR TRACK
OH-04	12'-0" W x 14'-0" H	C	INSUL. STEEL	(2) 24" W x 16" H TEMPERED	C1	Y	ELEC.	-	C	3" DOOR TRACK
-	-	-	-	-	-	-	-	-	-	-

WINDOW SPECIFICATIONS: STOREFRONT SYSTEM - TUBELITE TU24000, GLAZING - 1" - 1/4" SB60 #2 ON SOLARBRONZE, 1/2" ARGON (90%), 1/4" CLEAR, ALUM. SPACER
GLASS PERFORMANCE = U VALUE = 0.34, SHGC 0.28, VT 0.38.
(TEMPERED GLAZING IN LOCATIONS AS REQUIRED BY CODE)



WINDOW TYPES ARE KEYED WITH A (W1) SYMBOL ON THE BUILDING ELEVATIONS, SHEETS A2.0 AND A2.1.
WHERE FRAMING PATTERN IS REVERSED, WINDOW MARK WILL BE LISTED WITH A "/R". EXAMPLE: (W1/R)

2 A5.0 **STOREFRONT ELEVATIONS**
SCALE: 1/4" = 1'-0"

ROOM FINISH SCHEDULE

ROOM #	ROOM NAME	FLOOR	BASE	WALLS NORTH	WALLS SOUTH	WALLS EAST	WALLS WEST	CEILING MATERIAL	CEILING HEIGHT	REMARKS
100	SPEC BUILDING	CONC.	N/A	EXPOSED	EXPOSED	EXPOSED	EXPOSED	EXPOSED	N/A	---
101	ELECTRICAL ROOM	CONC.	N/A	EXPOSED	EXPOSED	EXPOSED	EXPOSED	EXPOSED	N/A	(1) HOUR RATED
102	FIRE PUMP ROOM	CONC.	N/A	EXPOSED	EXPOSED	EXPOSED	EXPOSED	EXPOSED	N/A	(1) HOUR RATED

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PROPOSED BUILDING #1 FOR:
TOWN NINE INDUSTRIAL BUILDING A
N104W12667 DONGES BAY RD., GERMANTOWN, WISCONSIN

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01/18/2023

REVISIONS
REV. 1 - 02/14/23
REV. 2 - 03/10/23

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PRELIMINARY NO: P22121
CONTRACT NO: 80559
DATE: 01.18.2023
SHEET: A5.0

PURCHASE AND SALE AGREEMENT
AND TID DEVELOPMENT AGREEMENT

This PURCHASE AND SALE AGREEMENT AND DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the Village of Germantown, a Wisconsin municipal corporation (the "Seller"), and F Street Germantown, LLC, a Wisconsin limited liability company (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 38.15 acres located at N104W12667 Donges Bay Road, Germantown, Wisconsin (Tax Key No. GTNV361991) (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 (collectively, the "Property").

1.2. Binding Acceptance. This Agreement is only binding upon the parties following execution by the Seller 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 Property (the "Purchase Price") shall be an amount equal to the purchase price actually paid by Seller for the Property, provided that Seller provides Buyer advance written notice and evidence of such purchase price at the time of Seller's acquisition of the Property. The Purchase Price shall be payable in cash or other good funds at the Closing subject to such offsets and credits as described herein.

2.2 Purchase Price Credit. At Closing, Buyer shall receive a credit against the Purchase Price in the amount of $500,000.00 to offset Buyer's additional and extraordinary costs to develop the Property post-Closing as a result of the Property's unique condition, including, but not limited to, demolition (estimated at $85,000.00 additional development costs to Buyer), well abandonment (estimated at $5,000.00 additional development costs to Buyer), wetland fill permitting and mitigation (estimated at $10,000.00 additional development costs to Buyer), and soils conditions and grading (estimated at $400,000.00 additional development costs to Buyer).

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 $5,000.00 (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 or non-interest-bearing

account acceptable to Buyer, with any 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 five (5) 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 or title commitment (marked-up, if available) 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, 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 Property (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;

(g) A current Vacant Land Disclosure Report in a form substantially similar to that specified in Wis. Stat. § 709.033, and any Vacant Land Disclosure Reports received by Seller relating to the Property; and

(h) Any and all written correspondence in Seller's possession relating to the Property.

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 B of the commitment (collectively, 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."

5.2. New Survey. Within sixty (60) days after the Effective Date, Buyer may, 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 or have the Survey updated to show Buyer and Buyer's lender, if any, as a certified party to the Survey. The New Survey or Survey, as applicable, shall contain the surveyor's certification of the Land area together with those items necessary to cause the removal by the Title Company of the standard survey exceptions in Title Commitment.

ARTICLE VI
INSPECTION

6.1. Inspection Period. Commencing on the Effective Date and expiring on the date that is 180 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, and Buyer's determination whether or not development of the Property is feasible (collectively the "Due Diligence Activities"). 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 6.1 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 6.1. 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, 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.

6.2. 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 Buyer'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, reasonable 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.

6.3. Liens. 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 Property, arising out of the Due Diligence Activities.

6.4. 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 VII
REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

7.1 Representations and Warranties of Seller. 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 is a municipal corporation organized under the laws of the State of Wisconsin and has full power and authority to enter into and perform this Agreement in accordance with its terms. Upon approval of this Agreement by the Germantown Village Board as contemplated by Section 1.2, all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all Seller expenditures required by this Agreement. The individuals signing this Agreement on behalf of Seller have full authority to do so.

(b) Binding Obligation. Upon approval of this Agreement by the Germantown Village Board as contemplated by Section 1.2, this Agreement constitutes (and any instrument or agreement that is required to be given under this Agreement when delivered will constitute) the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Title. Seller is or will be on the Closing Date the owner in fee simple of all of the Property.

(d) Litigation. There is no litigation or proceeding pending or, to the best of Seller's knowledge, threatened against Seller or the Property.

(e) 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, except for the potential taking and/or dedication of small portions of the northern portion of the Property which abut Donges Bay Road for right-of-way purposes.

(f) 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.

(g) 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 (other than Germantown Village Board approval as contemplated by Section 1.2 and 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 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.

(h) 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.

(i) 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 4.1. 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 9.4.

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) Vacant Land Disclosure Report. Except for any condition disclosed on the Vacant Land Disclosure Reports provided by Seller pursuant to Section 4.1(g), 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.

(o) Environmental Matters. Except as disclosed in that certain March 15, 2022 State of Wisconsin Department of Natural Resources Artificial Wetland Exemption Determination, EXE-SE-2022-67-00776, 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 7.1(o). The foregoing indemnity survives Closing or termination of this Agreement.

(p) 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.

(q) Utilities. Seller shall install public water and sanitary sewer service, at Seller's sole cost prior to Buyer obtaining an occupancy permit, in the rights of way adjacent to the Property as depicted on the Utility Plan attached hereto as Exhibit A (the "Utility Plan"), or such other location as the Buyer and Seller may agree. Buyer may tap into such utility services to serve the Project on the Property (as described in Article XII below) at no cost to Buyer other than those connection charges customarily charged to all customers of the water and/or sanitary sewer utility and Buyer's costs to install laterals from such utility services onto the Property. For the purposes of this Agreement, the Seller represents that it intends to issue a bid package for the work to install the utilities hereunder by the end of September of 2022 and to award the contract for said work in October or November of 2022. Seller shall provide Buyer a copy of the bid package contemporaneously with its release to the public.

7.2 Representations and Warranties of Buyer. In order to induce Seller to enter into this Agreement,

Buyer makes the following warranties and representations, which shall be true and correct as of the Effective Date and on the Closing Date:

(a) Authority. Buyer is a limited liability company formed and validly existing under the laws of the State of Wisconsin, and has full power and authority and has obtained all necessary authorizations to enter into and perform this Agreement in accordance with its terms, and has all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. The individuals signing this Agreement on behalf of Buyer have full authority to do so.

(b) Binding Obligation. This Agreement constitutes (and any instrument or agreement that is required to be given under this Agreement when delivered will constitute) the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(c) Consents and Approvals: No Violation. Neither the execution and delivery of this Agreement by Buyer nor the consummation by Buyer of the transactions contemplated hereby will (i) require Buyer 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 contemplated by the terms of this Agreement): (ii) conflict with or breach any provisions of the organizational documents of Buyer; (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 Buyer is a party; or (iv) violate any order, writ, injunction, decree, judgment, statute, law or ruling of any court or governmental authority applicable to Buyer.

(d) 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 Buyer or the Property.

7.3. 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, except as contemplated by this Agreement; (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) Prior to Closing, Seller shall cause the Property to be zoned and to otherwise have all other land use approvals required by Seller for the development of the Project (as defined in Section 12.1(a)) on the Property under this Agreement; provided, however, the parties acknowledge that Buyer must still obtain building permits and any necessary county and state approvals for the Project.

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 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 9.2(b) with respect to the Property.

(g) 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.

(h) Seller shall have awarded the contract for the utility installation called for in Section 7.1(q). This condition shall be deemed satisfied unless Buyer provides written objection to the scheduled proposed

contract schedule within ten (10) days of Buyer's receipt of the bid package.

(i) Buyer shall have received all governmental approvals necessary to construct and operate Phase I of the Project.

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 breaches a representation, warranty or covenant contained in this Agreement. then in such event Buyer shall be entitled to all rights and remedies afforded to it in law and equity and by this Agreement.

ARTICLE IX
CLOSING

9.1. 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 30 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 either party.

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 Property except the Permitted Exceptions.

(b) An owner's policy of title insurance with a "gap" endorsement or equivalent gap coverage (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 7.1(f).

(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 Article II.

(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 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 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 any updated certifications to the Survey as provided herein 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.

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 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, except to the extent arising out of Buyer's Project, in which case, such special taxes or assessments shall be Buyer's obligation. 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, including, but not limited to, pursuant to Wis. Stat. 74.485.

9.6. 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.

9.7. 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 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 five (5) business days after written notice from 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 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.

10.3. Non-Applicability. Notwithstanding anything else, this Article X shall not apply to any default or failure to comply with any condition, covenant or obligation under Article XII.

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:

Village Administrator
Village of Germantown
N112 W17001 Mequon Road
Germantown WI 53022
skreklow@germantownwi.gov

With a Copy to:

Brian C. Sajdak, Esq.
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132
brian@wrslegal.net

To Buyer:

F Street Germantown, LLC
Attn: Mr. Scott Lurie; Josh Lurie, Esq.
1134 N 9th St #200
Milwaukee, WI 53233
scott@fstreetgroup.com; josh@fstreetgroup.com

With A Copy to:

Deborah C. Tomczyk, Esq.
Reinhart Boerner Van Deuren, s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
dtomczyk@reinhartlaw.com

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; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, the forgoing shall not constitute an authorization of the Buyer to assign or transfer Buyer's rights and obligations under this Agreement except as provided in this Section 11.3. Until a Phase is completed, this Agreement and/or the applicable Phase's MRO shall not be assigned, conveyed or transferred by Buyer without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the forgoing, Buyer may at any time assign this Agreement and/or a MRO to an affiliate of Buyer, F Street Development Group, LLC or Keller, Inc. upon prior written notice to the Seller. Upon completion of the Phase, Buyer shall have the right, upon written notice to Seller, to assign the Agreement and/or the MRO to any party that acquires the Phase.

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, and shall only be effective in the specific instance and for the specific purposes for which it is given by the respective party.

11.6. 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.

11.7. 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.

11.8. 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.

11.9. 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 executed or transmitted electronically (via DocuSign or PDF) shall be deemed effective for all purposes.

11.10. Invalid Provisions. 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.

11.11. No Recording. Neither this Agreement nor a memorandum of this Agreement shall be recorded against the Property by either party, unless both parties consent in writing. This language notwithstanding, Buyer and Seller expressly agree to record a memorandum of this Agreement, in a form to be reasonably agreed to by the parties, as it relates to the provisions of Article XII.

11.12. No Joint Venture. The parties are not partners, agents, or joint venturers with each other.

11.13. No Third Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any obligations contained in this Agreement.

11.14. Recitals. The Recitals set forth above are incorporated herein by reference.

11.15. Savings Clause. Seller acknowledges that certain conditions and/or contingencies in this Agreement may grant Buyer sole and/or other broad discretion to terminate this Agreement. It is the intent of Buyer and Seller that this Agreement be binding on all parties and not illusory. Therefore, notwithstanding anything to the contrary contained in this Agreement, if Buyer terminates this Agreement prior to Closing pursuant to any exercise of Buyer's discretion granted herein that might otherwise make this Agreement illusory, Seller shall be entitled to a termination/option fee from Buyer equal to $500.00, as full consideration for the granting of such discretion to Buyer.

11.16. Agricultural Conversion Tax. Pursuant to Wis. Stat. 74.485, Seller hereby notifies Buyer that: (i) the Property or a portion of it has been assessed as agricultural land under Wis. Stat. 70.32(2r); (ii) Seller has not been assessed a conversion charge pursuant to Wis. Stat. 74.485(2) relating to the Property; and (iii) Seller has not been granted a deferral pursuant to Wis. Stat. 74.485(4) related to the Property.

11.17. Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, flood, riot, labor strike or unavailability of labor, pandemic, epidemic, or widespread illness (and any governmental restrictions related thereto), unavailability or exorbitant cost of materials, or other similar causes, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay.

ARTICLE XII
POST-CLOSING DEVELOPMENT OBLIGATIONS

The following Article XII shall apply after Closing:

12.1. Project, Phases, and TID.

(a) Buyer desires to develop and construct an approximately 375,000 square foot speculative industrial/warehouse building on the Property (or another sized building demanded by an identified end user) ("Phase I"), and may develop and construct one or two additional industrial/warehouse buildings on the Property (the development and construction of the second building on the Property being "Phase II" and the development and construction of the third building on the Property being "Phase III"; Phase I, Phase II, and Phase III, each, a "Phase" and collectively, the "Phases"), as generally depicted on Exhibit B attached hereto and incorporated herein by reference ("Project"; provided, however, in the event Buyer elects to only develop Phase I or Phase I and Phase II, the Project shall refer to only Phase I or Phase I and Phase II, as applicable).

(b) Seller has established Tax Incremental District No. 9 ("TID"), the boundaries of which include the Property, and the associated project plan (as the same may be amended, collectively, the "Project Plan") which identifies various project costs within the TID as permitted under Wis. Stat. § 66.1105.

(c) In order to achieve the objectives of the Project Plan, Seller has determined to provide financial and other assistance from the TID and other actions, as set forth herein, to permit development and construction of the Project. Seller believes that the Project and the reimbursement to Buyer of various development costs as described in this Agreement are in the best interests of Seller and its residents and are reasonably consistent with the public purposes and the development expectations in the Project Plan, including, but not limited to, expanded tax base within Seller.

12.2. Buyer Covenants.

(a) Phase I Covenants. Provided that Seller has granted all necessary zoning, land use, site plan and architectural approvals, including a building permit for the Phase I building on the Project by June 1, 2023, Buyer intends to substantially complete construction of the Phase I building shell by December 31, 2024. Buyer agrees to expeditiously, using all commercially normal and reasonable efforts, to apply for or seek these approvals. Buyer agrees that on January 1, 2026, the minimum Value Increment, as that term is defined in Wis. Stat. § 66.1105(2)(m), generated by Phase I shall be $20,000,000.00 (the "Guaranteed Minimum Value"), unless Buyer is unable to complete the Phase I building shell by such date as a result of a force majeure event or by Seller's unreasonable refusal to timely grant any necessary zoning, land use, site plan or architectural approvals, including a building permit or as otherwise may be agreed to between Seller and Buyer. Commencing with the assessment on January 1, 2026 (payable in 2027) (but subject to force majeure, timely issuance of approvals/permits and other agreement of the parties), and through the remainder of the life of the TID, Buyer will pay (or cause to be paid) the greater of (a) the amount of all ad valorem property taxes properly assessed against the Property and its improvements or (b) the amount of real property taxes that would have been payable had Phase I had a Value Increment equal to the Guaranteed Minimum Value, using the applicable Guaranteed Minimum Value and tax rates for the year for which such calculation is to be performed, in either case before taxes would become delinquent. The foregoing shall not prohibit the Buyer or any other party from contesting, in good faith, the assessed value of any portion of the Property. In the event that the Value Increment in any year is lower than the Guaranteed Minimum Value, the difference between the amount of taxes paid based upon the actual assessment of the Property and its improvements and the amount paid by Buyer to meet the payment required had the assessment met the Guaranteed Minimum Value shall be deemed a "Shortfall Payment." Buyer's obligation to make a Shortfall Payment under this paragraph may be transferred to a subsequent purchaser provided that said subsequent purchaser acquires an interest in the Property which is subject to Shortfall Payment(s) running with the land. Should any Shortfall Payment be made, the Buyer shall be eligible to recoup the amount of such payment as part of the MRO issued under Section 12.3 to the extent that there is Available Tax Increment available to make such reimbursement.

In the event that any portion of the Property becomes exempt from ad valorem taxes during the life of the TID, then for the remaining life of the TID, the owner of such exempt portion of the Property shall make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the Village assessor, subject to the owner's right to contest such determination) had it not been exempt. The notice of such assessment shall be given in the same manner and timeframe as if the exempt portion of the Property was not exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year.

If the Buyer or any subsequent owner fails to make a required Shortfall Payment or payment in lieu of taxes when due, the Seller may, in addition to all other remedies available to it, levy a special assessment against the portion of the Property requiring such payment in the amount of the unpaid payment. Any amount due under this paragraph shall accrue interest each year until paid at the then-current borrowing rate of the Seller. Buyer hereby consents to the levying of special assessments under this paragraph and waives any and all requirements which must be met prior to the levying of special assessments pursuant to Wis. Stat. § 66.0703(e) and all other provisions of applicable law. Notwithstanding the levying of such special assessments, the payment obligation under this section shall be the personal obligation of the subsequent owner or Buyer, as appropriate. The covenant contained in this section shall be deemed a covenant running with the land and shall be binding upon the then owners of any portion of the Project Site and Buyer for the life of the TID. The Seller is

hereby expressly declared a beneficiary of such covenant and entitled to enforce the same against all subsequent owners of the Property and/or Buyer, as appropriate. The covenants and obligations set forth in this section may be embodied in a separate document and recorded against the Property as provided herein.

(b) Project Covenants.

(i) Buyer shall cause the development and construction of the Project to comply with all applicable laws, statutes, ordinances, regulations and rules.

(ii) Buyer shall construct each Phase of the Project consistent with the final plans and specifications for such Phase submitted by the Buyer and approved by Seller in accordance with its ordinances ("Final Plans").

(iii) Buyer will timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due; provided, however, that this provision shall not preclude such party from contesting in good faith such taxes, assessments or charges.

(iv) Buyer will discharge all claims for labor performed and materials, equipment and services furnished in connection with the construction of the Project; but nothing contained in this Agreement shall require Buyer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting.

(v) Buyer shall provide to Seller, upon Seller's request, any information deemed reasonably necessary by Seller related to a MRO to enable Seller to timely and accurately complete any accounting or reporting requirements applicable to Seller related to such MRO.

12.3 Seller Covenants.

(a) Municipal Revenue Obligation. Subject to the terms and conditions in this Agreement, Seller agrees, upon the issuance of a certificate of occupancy for any Phase, to issue to Buyer a municipal revenue obligation ("MRO") as described in this Section, which shall bear interest at a rate of 5% per annum on the principal amount evidenced by the MRO from the date of original issuance. The principal amount of the MRO to be issued upon issuance of a certificate of occupancy for Phase I shall equal $1,500,000.00, payable annually with the Available Tax Increment. The principal amount of the MRO to be issued upon issuance of a certificate of occupancy for a building valued at not less than $2,500,000.00 but less than $4,500,000.00 in Phase II shall equal $500,000.00 to be paid in installments of 25% of Available Tax Increment per year for the remainder of the life of the TID, commencing with the assessment year following the year in which a certificate of occupancy is issued for Phase II. The principal amount of the MRO to be issued upon issuance of a certificate of occupancy for a building (or buildings) valued at $4,500,000.00 or more in Phase II and/or Phase III (when value is aggregated with the value of a Phase II building for which a MRO was previously issued) shall equal $1,000,000.00 to be paid in installments of 25% of Available Tax Increment per year for the remainder of the life of the TID, commencing with the assessment year following the year in which such certificate of occupancy is issued. The total combined principal amount for all MROs issued for Phase II and Phase III shall not exceed $1,000,000.00. For clarity, if occupancy is granted in Phase II for a building valued at $3,000,000.00, the MRO principal for that Phase would be $500,000.00. If a occupancy in Phase III is granted and the total value of both buildings in Phase II and III is at least $4,500,000.00, then a second MRO with a principal of $500,000.00 would be issued. If the building in Phase II is valued above $4,500,000.00, the the principal amount of the Phase II MRO would be $1,000,000.00 and there would be no additional MRO for a Phase III building. Each MRO shall be paid from the Tax Increment (as defined under Wis. Stat. § 66.1105(2)(i)) attributable to the applicable Phase and the Property and improvements relating to such Phase. Except as otherwise described

herein, payments on any MRO will be made from the Available Tax Increment (as defined below) for an applicable Phase in each year appropriated by the Village Board until and including the final Payment Date (as defined below) for the applicable Phase. "Available Tax Increment" means:

(i) With respect to Phase I, an amount equal to the Tax Increment attributable to Phase I and the Property and improvements relating thereto actually received by Seller for each payment year, less an amount equal to the actual payment each year on the bonds issued by the Seller to finance the project costs of the TID, which is presently projected to be consistent with the schedule in Exhibit C, and will be set by the actual bond covenants at the time of the bond issuance, provided that Seller provides Buyer advance notice of changed projections for any actual bond issuance and Seller addresses any reasonable objections to any bond issuance raised by Buyer. Notwithstanding anything herein to the contrary, Seller also agrees to apply Tax Increment attributable to Phase II and Phase III and not paid to Buyer under another MRO against annual bond payments, before deducting annual bond payments from Available Tax Increment attributable to Phase I, thereby increasing Available Tax Increment payable to Buyer on the MRO for Phase I.

(ii) With respect to Phase II and Phase III, an amount equal to the Tax Increment attributable to the applicable Phase and the Property and improvements relating to such Phase actually received by Seller in each year following completion (as evidenced by the issuance of a certificate of occupancy for the building on such Phase) of the applicable Phase.

Provided that there is not a Default under this Agreement, Seller shall, subject to annual appropriation of such payment by the Village Board, pay the Available Tax Increment to the holder of a MRO in one annual payment, on or before October 31st of each year commencing on October 31st of the first year following the completion of Phase I or the first year following the completion of Phase II or Phase III, as applicable, in which Available Tax Increment exists and continuing to each subsequent October 31st during the life of the TID until: (x) in the case of Phase I, the full principal amount of such MRO is paid, and (y) in the case of Phase II and Phase III, the earlier to occur of the full combined principal amount of such MRO is paid or the closure of the TID (each, a "Payment Date"). Notwithstanding the previous sentence, in the event that Buyer is in Default on a Payment Date, payment by Seller may be suspended until all Defaults are cured, provided payments shall be resumed when all such Defaults are cured and any payments missed due to an uncured Default also shall be paid from Available Tax Increment upon cure of the Default. To the extent that on any Payment Date Seller is unable to make all or part of a payment of principal and/or interest due on a MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment or from any Payment in Lieu, such failure shall not constitute a default under such MRO. The amount of any such deficiency shall be deferred. The deferred principal and/or interest shall be due on the next Payment Date on which Seller has Available Tax Increment and/or Payments in Lieu. Notwithstanding anything herein or in a MRO to the contrary, if a MRO has not been paid in full by the date on which the TID terminates, then Seller shall have no obligation to make payments on such MRO, such MRO shall terminate, and Seller's obligation to make any payments under such MRO shall be discharged.

The MROs shall not be payable from or constitute a charge upon any funds of Seller, and Seller shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MROs are a special, limited revenue obligation of Seller and shall not constitute a general obligation of Seller. Seller will use good faith efforts to annually appropriate the Available Tax Increment for the MROs, until the earlier of the termination of this Agreement or all MROs, or the payment in full of all MROs as provided herein. If Available Tax Increment is received by Seller earlier than the first Payment Date, the increment shall be retained by Seller and may be applied to any project costs of the TID.

(i) MRO Form. The MROs shall be substantially in the form attached hereto as Exhibit D and

incorporated herein by reference, and shall be payable in accordance with the terms and conditions set forth in such MRO. On or about each Payment Date under a MRO, Seller shall provide to Buyer an accounting identifying the Available Tax Increment and any Payment in Lieu, the amount of the payment being made on such Payment Date, and the remaining principal balance due on such MRO after the application of such payment.

(ii) Payment Limitation. All MRO payments under this agreement shall only be made to the extent that there is Available Tax Increment generated by the Project. The total amount of principal to be paid under the MRO issued in connection with Phase I shall in no event exceed $1,500,000.00 plus interest. Once this amount is paid, to the extent that there is any Available Tax Increment remaining, such Available Tax Increment shall be used to repay any Shortfall Payments provided for in Section 12.2(a). The total amount of principal to be paid under the MRO issued in connection with Phase II (and Phase III, if any) shall in no event exceed 25% of Available Tax Increment in any given year applicable to the Property and improvements relating to such Phase up to a cumulative maximum for Phase II and III of $1,000,000.00. In the event that the Available Tax Increment generated by the Project is insufficient to reach any of the above-specified limits, such risk is Buyer's alone.

(b) General Covenants. Seller agrees to reasonably cooperate with Buyer in developing and constructing the Project, subject to the terms and conditions in this Article XII. Seller shall timely review all plans, applications and permit requests from Buyer for the development and construction of the Project. Seller shall process and issue building and occupancy permits for the buildings in the Project consistent with applicable Seller ordinances.

12.4 Tax Status/Restrictive Covenant. Without the prior written consent of the Seller (which may be withheld for any reason), Buyer shall not use nor permit the use of any of the Property in any manner which would render such property exempt from property taxation during the life of the TID. Buyer agrees to record a deed restriction or restrictive covenant against the Property, or any portion thereof, prior to any sale or leasing of the Property or any such portion thereof to make any subsequent purchasers or users of any portion of the Property or any such portion thereof subject to this provision. The deed restriction or restrictive covenant shall permit, but shall not obligate, the Seller to enforce such deed restriction or restrictive covenant and shall be in form and in substance reasonably acceptable to the Seller. This provision and the deed restriction or restrictive covenant shall continue to be applicable until the earlier termination of the TID or this Agreement, at which point the parties shall execute and record a termination of the deed restriction or restrictive covenant. See also Section 12.2(a) above.

12.5 Survival and Termination. Notwithstanding anything else, this Article XII shall survive the Closing until terminated in accordance with this Section 12.5. This Article XII shall terminate upon the earlier to occur of:

(a) termination by the Seller of the TID pursuant to Wis. Stat. § 66.1105(7);

(b) all MROs being paid in full; and

(c) any early termination of all MROs by their terms or under terms of this Agreement.

12.6 Default and Remedies.

(a) Default. Any one or more of the following shall constitute a "Default" under this Article XII:

(i) Buyer fails to timely and fully perform, or comply with, any one or more of its

obligations or any of the terms or conditions of this Agreement; or

(ii) Buyer (or any successor to Buyer) shall:

1. become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature;
2. make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets;
3. become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors;
4. have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof;
5. apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or
6. adopt a plan of complete liquidation of its assets, provided that such restriction shall not prevent Buyer from selling the Property in an arm's length, third party transaction consistent with the terms of this Agreement.

(b) Remedies. In the event of a Default, Seller shall provide written notice to Buyer of the Default ("Default Notice"). The Default Notice shall provide Buyer at least thirty (30) days to cure a Default; however, the 30-day period shall be extended to the period of time reasonably necessary to cure the Default, if Buyer promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default. In the event the Default is not fully and timely cured by Buyer, Seller may suspend its obligation to perform any one or more of its obligations under this Article XII. In no event shall Seller be entitled to exercise any equitable remedies as a result of any Default or breach of this Agreement.

[Signature Page Follows]

BUYER:

F Street Germantown, LLC

DocuSigned by:
Scott Lurie August 18, 2022
Scott Lurie, its Manager Date

SELLER: ATTEST:

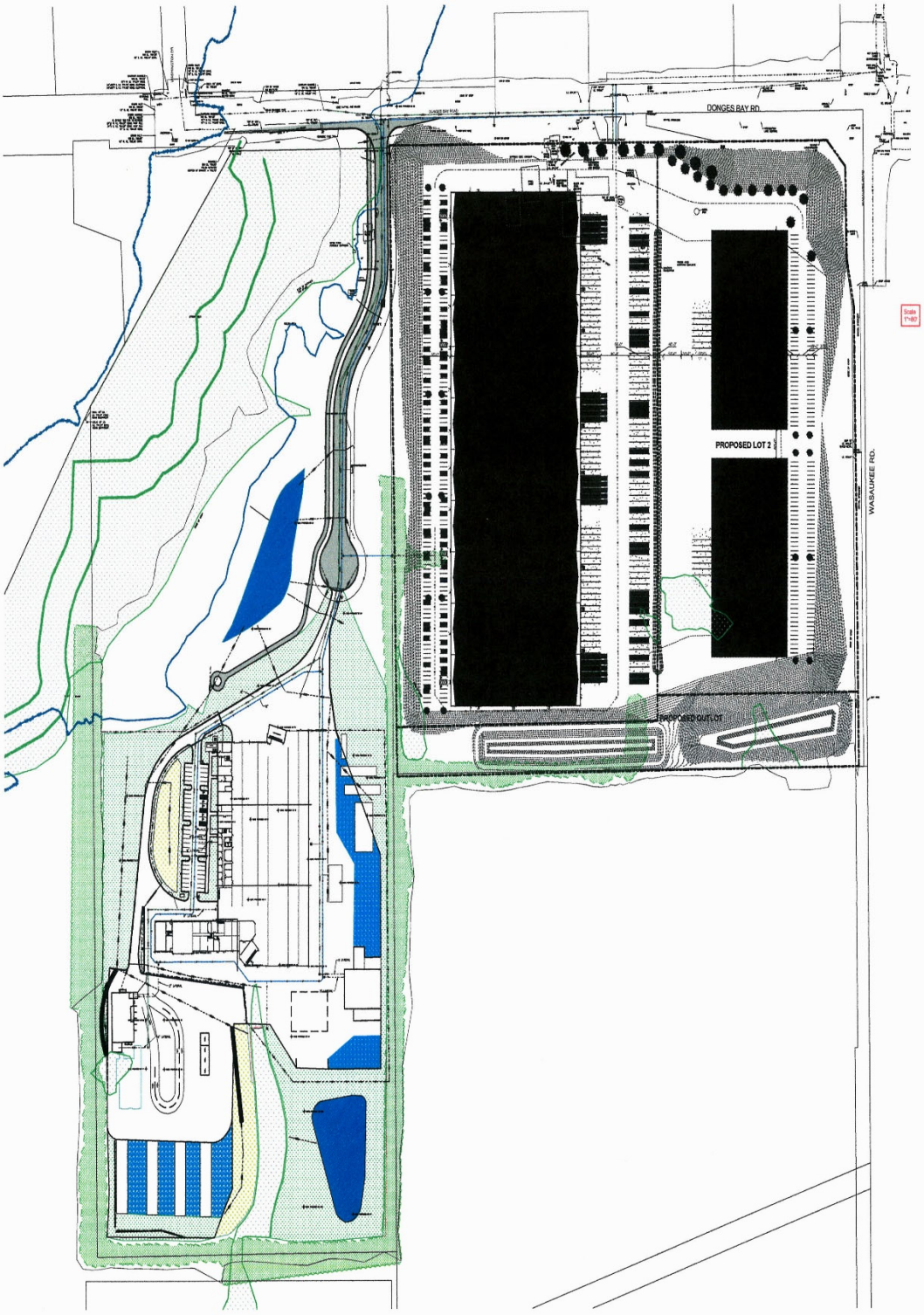
DocuSigned by:
Dean Wolter August 19, 2022
Dean Wolter Date
Village President

DocuSigned by:
Deanna Braunschweig
Deanna Braunschweig
Village Clerk

Approved as to Form:

DocuSigned by:
Brian C. Sajdak
Brian C. Sajdak
Village Attorney

EXHIBIT A
UTILITY PLAN



47856831

EXHIBIT B
PROJECT SITE PLAN



47856831

EXHIBIT C
BOND REPAYMENT SCHEDULE

Year	G.O. Bond 4,800,000 Dated Date: 08/01/22 Principal	Est. Rate	Interest
	Note 1		
2022			
2023			168,000
2024		3.50%	168,000
2025		3.50%	168,000
2026	50,000	3.50%	167,125
2027	50,000	3.50%	165,375
2028	50,000	3.50%	163,625
2029	50,000	3.50%	161,875
2030	50,000	3.50%	160,125
2031	50,000	3.50%	158,375
2032	250,000	3.50%	153,125
2033	350,000	3.50%	142,625
2034	375,000	3.50%	129,938
2035	400,000	3.50%	116,375
2036	400,000	3.50%	102,375
2037	425,000	3.50%	87,938
2038	450,000	3.50%	72,625
2039	450,000	3.50%	56,875
2040	450,000	3.50%	41,125
2041	475,000	3.50%	24,938
2042	475,000	3.50%	8,313
2043			
Total	4,800,000		2,416,750

EXHIBIT D
MRO

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF WASHINGTON
VILLAGE OF GERMANTOWN

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION ("MRO")

Number	Date of Original Issuance	Amount	Phase
____	_____	$_____	_____

FOR VALUE RECEIVED, the Village of Germantown, Washington County, Wisconsin ("Village"), promises to pay to _____, a Wisconsin limited liability company ("Developer"), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Available Tax Increment [and/or Payment in Lieu] described below, in the maximum amount of $_____ of Available Tax Increment [and/or the Payment in Lieu], together with interest thereon from the date of original issuance stated above, at the rate of 5% per annum.

This MRO shall be payable by the Village in installments of principal and interest due on October 31 ("Payment Dates") in each of the years following [completion of the Phase by the Developer/the first full calendar year after completion of the Phase by the Developer], with the amounts and timing of such payments on the schedule attached hereto as Schedule 1. The Village's obligation to make payments under this MRO is conditioned on the Developer not then being in default under the Agreement (as defined below) beyond any applicable cure period.

This MRO has been issued to finance projects within the Village's Tax Incremental District No. 9, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the Resolution adopted on _____, 20_____ by the Village Board of the Village ("Resolution"). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Purchase and Sale Agreement and Development Agreement dated as of _____, 2022 by and between the Village and the Developer (as may be amended, collectively, "Agreement"). (Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.) This MRO does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment [and/or Payment in Lieu] generated by the Phase (as defined in the Agreement) and appropriated by the Village Board to the payment of this MRO ("Revenues"). Reference is hereby made to the Resolution and the Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred without interest. The deferred principal shall be payable on the next Payment Date. Notwithstanding anything herein or in the Agreement to the contrary, the Village shall have no obligation to pay any amount of this MRO which remains unpaid after the TID is terminated.

At the option of the Village, this MRO is subject to prepayment in whole or in part at any time.

The Village makes no representation or covenant (express or implied) that the Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The Village's payment obligations hereunder are subject to appropriation, by the Village Board, of Tax Increment or other amounts to make payments due on this MRO. In addition, as provided in Section 12.3(a)(ii) of the Agreement, the total amount of principal to be paid shall in no event exceed [the Available Tax Increment/% of Available Tax Increment per year] up to $_____, in the aggregate. When that amount of Revenue has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the Village shall have no further obligation with respect hereto. Further, as provided in Section 12.3(a) of the Agreement, the Village's obligations to make payments on this MRO may be suspended in the event the Developer is in default beyond the applicable cure period(s) under any of the terms and conditions of the Agreement, provided payments shall be resumed when any such default is cured and any payments missed due to an uncured default also shall be paid from Available Tax Increment and/or Payment in Lieu upon cure of the default.

This MRO is a special, limited revenue obligation and not a general obligation of the Village and is payable by the Village only from the sources and subject to the qualifications stated or referenced herein. This MRO is not a general obligation of the Village, and neither the full faith and credit nor the taxing powers of the Village are pledged to the payment of the principal of this MRO. Further, no property or other asset of the Village, except the above-referenced Revenues, is or shall be a source of payment of the Village's obligations hereunder.

This MRO is issued by the Village pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

Until completion of the Phase (as defined in the Agreement), this MRO may be transferred or assigned, in whole or in part, only upon prior written consent of the Village, which consent shall not be unreasonably withheld, conditioned, or delayed, except that the Developer may at any time assign the Agreement or the MRO to an affiliate of the Developer, F Street Development Group, LLC or Keller, Inc. upon prior written notice to the Village, but without the Village's consent. Upon completion of the Phase, Developer shall have the right, upon written notice to the Village but without the Village's consent, to assign the Agreement and/or the MRO to any party that acquires the Phase. Interests in this MRO may not be split, divided, or apportioned. In order to transfer or assign the MRO, if permitted by the Village of otherwise permitted hereunder, the transferee or assignee shall surrender the same to the Village either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the Village. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Village Board of the Village of Germantown has caused this MRO to be signed on behalf of the Village by its duly qualified and acting President and Village Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF GERMANTOWN

By: _____
Name: Dean Wolter, Village President

(SEAL)

Attest: _____
Name: Deanna Braunschweig, Village Clerk

Schedule 1

Payment Schedule

Subject to the Village's actual receipt of Available Tax Increment and/or Payment in Lieu and the terms and conditions of the Agreement, the Village shall make the following payments on the MRO to the Developer:

Payment Date	**Payment Amount**
	==========
Total	

REGISTRATION PROVISIONS

This MRO shall be registered in registration records kept by the Village Clerk of the Village of Germantown, Washington County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer in form and substance acceptable to the Village and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of Village Clerk
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Endorsement stamp digitally applied
Please keep attached to original document

DECLARATION OF COVENANT FOR STORM WATER MANAGEMENT FACILITY MAINTENANCE

Document Number

Document # **1627943**
WASHINGTON COUNTY WISCONSIN
2026-01-29 11:59:00 AM

LISA BUDISH
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **$30.00**

Return via MAIL (REGULAR)
Pages: **7**

THIS DECLARATION OF COVENANT FOR STORM WATER MANAGEMENT FACILITY MAINTENANCE ("Declaration") and related covenants is declared and made this 19th day of January, 2026 by Kwik Trip, Inc. ("Developer").

WHEREAS, Developer owns the real property described below on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Developer has developed the Property; and

WHEREAS, pursuant to subdivision and/or other applicable approvals, including permit approvals granted by the Village of Germantown, and in accordance with and obedience to conditions of such approvals and the applicable code provisions and Village policies governing storm water management facilities, and in order to ensure that the storm water facilities constructed on and serving the Property continue to function according to the design and performance standards which they were constructed to meet, in perpetuity, Developer, for the benefit of itself, its successors in interest and the Property in perpetuity, hereby declares the following covenants, conditions and restrictions relating to the installation and maintenance of the storm water facilities on the subject Property.

Kwik Trip, Inc
1626 Oak Street
P.O. Box 2107
La Crosse, WI 54602

WHEREAS, This Declaration includes the following exhibits:

GTNV-282990
Parcel Identification Number(s) – (PIN)

Exhibit A: Legal Description of the real estate which this Declaration applies ("Property").

Exhibit B: Location Map(s) – shows an accurate location of each storm water management facility affected by this Declaration.

Exhibit C: Minimum Maintenance Requirements – prescribes those activities that must be carried out to maintain compliance with this Declaration.

Through this Declaration Developer hereby subjects the Property to the following covenants, conditions and restrictions:

1. Developer and its assigns and successors in interest ("Responsible Party") shall be responsible for the routine and extraordinary maintenance of the storm water management facilities identified in Exhibit B, and shall maintain the storm water management facilities and drainage easements in accordance with Exhibit C.
2. The Village of Germantown, or its designee, is authorized to access the Property as necessary to conduct inspections of the storm water management facilities and drainage easements to ascertain compliance with this Declaration and the minimum storm water management practice maintenance requirements prescribed in Exhibit C.
3. Upon notification to the Responsible Party by the Village of Germantown of maintenance deficiencies which require correction, the specified corrective actions shall be performed by the Responsible Party within a reasonable time frame, as shall be prescribed by the Village Engineer, which shall be no less than thirty (30) calendar days.

4. The Village of Germantown is authorized to perform the corrective actions identified in its inspection report or its notice if the Responsible Party does not make the required corrections within the time period prescribed by the Village Engineer for corrective action. The costs and expenses of such corrective actions shall, in accordance with Section 66.0627 of the Wisconsin Statues, be invoiced to the Responsible Party and if not paid within the time determined by the Village Board, shall be entered on the tax roll as a special charge against the Property, and collected with any other taxes levied thereon for the year in which the work is completed.
5. This Declaration shall run with the Property and be binding upon the Developer and its successors and assigns. This Declaration may not be amended or abrogated in part or whole, without the express written consent of the Village of Germantown.

Dated this 19 day of January, 2026.

Owner: Kwik Trip, Inc

David P. Wagner, CFO and Treasurer

Acknowledgements

State of Wisconsin) :ss
County of La Crosse)

Personally came before me this 19 day of January, 2026, the above named David P. Wagner, CFO and Treasurer of Kwik Trip, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC KIM BURRICHTER STATE OF WISCONSIN

Notary Public, La Crosse County, WI
My commission expires: 4-26-29.

This document was drafted by:

Greg Wagner, REI Engineering, Inc.

4080 North 20th Ave., Wausau, WI 54401

Exhibit A – Legal Description (Page 1 of 2)

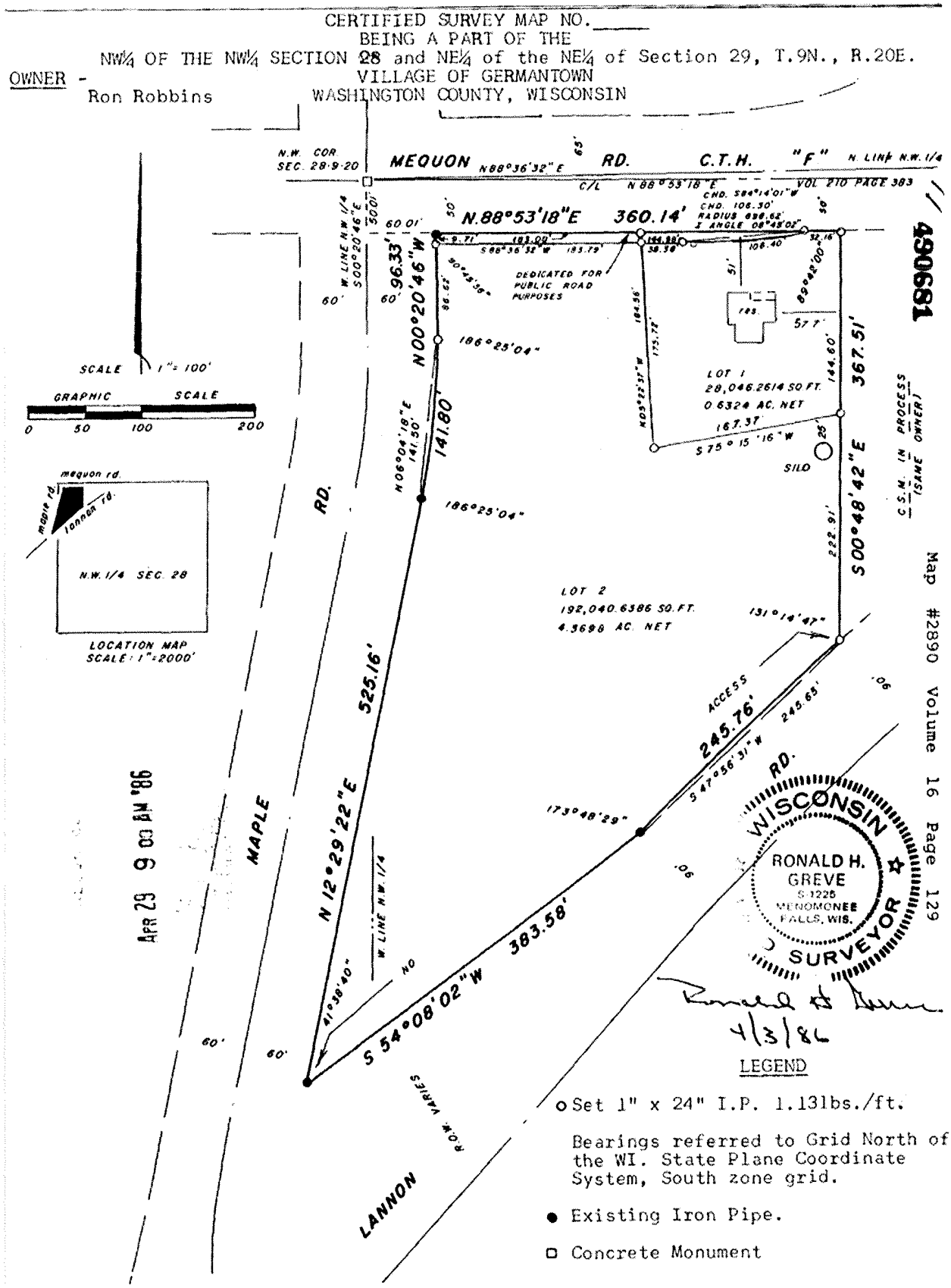
The following description and reduced copy map identifies the land parcel(s) affected by this Declaration. For a larger scale view of the referenced document, contact the Washington County Register of Deeds office.

Lot Two (2) of CERTIFIED SURVEY MAP No. 2890 recorded in the Office of the Register of Deeds for Washington County, Wisconsin on April 29, 1986, in Volume 16, Pages 129-132, as Document No. 490681, said certified survey map being a part of the Northwest 1/4 of the Northwest 1/4 of Section 28 and Northeast 1/4 of the Northeast 1/4 of Section 29, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Exhibit A – Legal Description (Page 2 of 2)

Project Identifier: Lot 2, CSM 2890
Date of Recording: April 29, 1986

Lot 2, CSM 2890



490681

Map #2890 Volume 16 Page 129

Exhibit B - Location Map (Page 1 of 2)

Storm Water Management Facilities Covered by this Declaration

The storm water management practices covered by this Declaration are depicted in the reduced copy of the construction plans, as shown below. The practices include one wet detention pond, private on-site storm sewer, outlet control structure, overflow weir, riprap, oil/water separators, and other components of these practices. All of the noted storm water management facilities are located within Lot 2, CSM 2890, as noted in Exhibit A.

Project Name: **Kwik Trip Storm #631**

Storm water Practices: **Wet Detention Pond, Storm Sewer System**

Location of Practices: **All of Lot 2, CSM 2890, as noted in Exhibit A**

Owners of Lot 2: **Kwik Trip, Inc.**

Exhibit B - Location Map (Page 2 of 2)

Figure 1 - Plan View of Storm Water Management Facilities

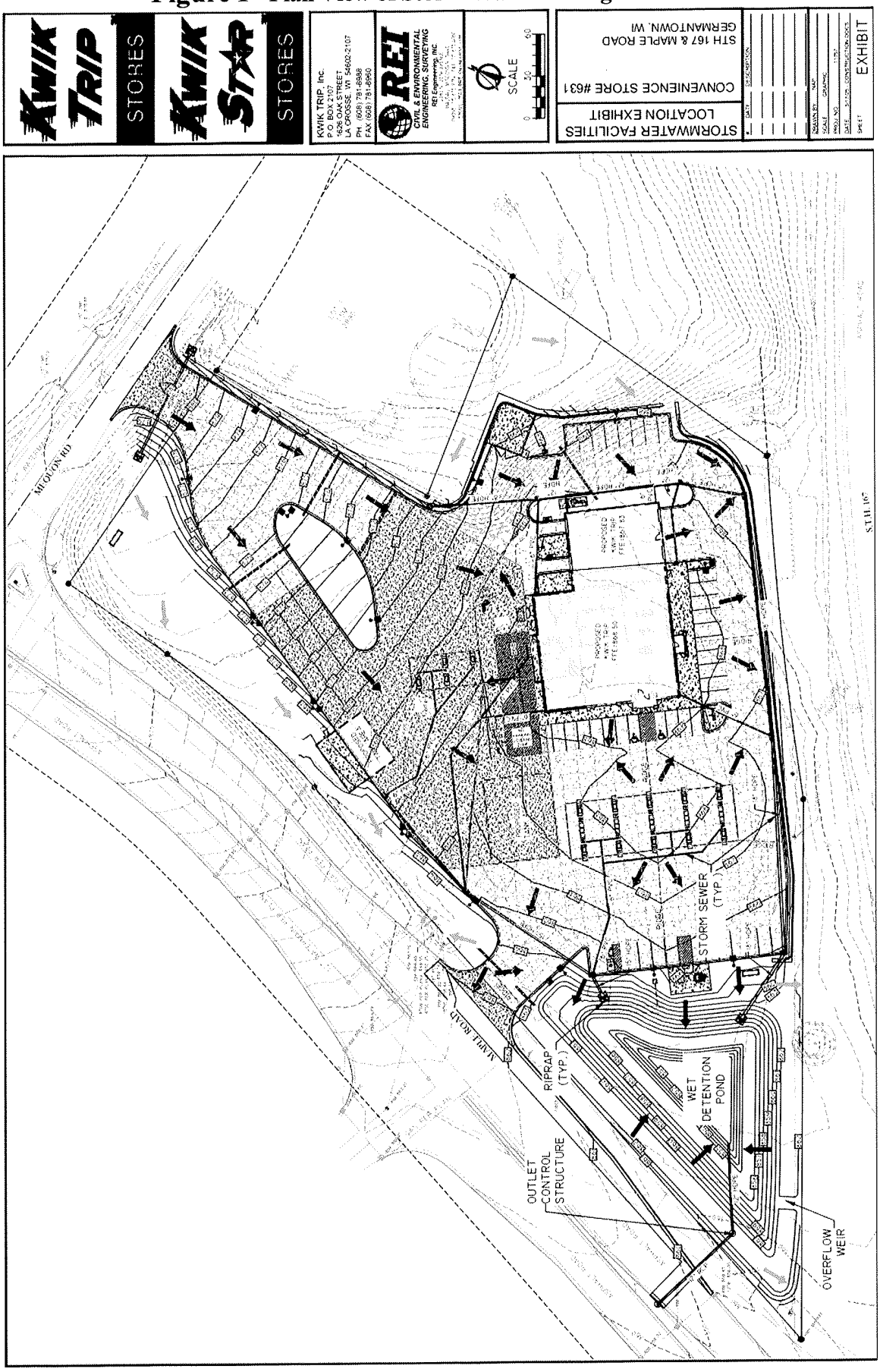


Exhibit C
Minimum Storm Water Management Facility Maintenance Requirements

This exhibit explains the basic function of each of the storm water management facilities shown on Exhibit B and prescribes the minimum maintenance requirements to remain compliant with conditions of development approval, storm water management plan acceptance, and Village ordinances and policies, as well as the rules of MMSD, and the Declaration to which this is appended. The maintenance activities listed below are aimed at ensuring these facilities continue serving their intended functions in perpetuity. The list of activities is not all inclusive but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the stormwater facilities for maintenance vehicles is from the C-Store parking lot. Any failure of a storm water facility that is caused by a lack of maintenance will subject the Party to enforcement of the provisions in this Declaration, by the Village of Germantown.

System Description:
The wet detention pond is designed to trap at least 40% of sediment in runoff and maintain MMSD restricted peak flows. Due to the amount of detention needed to meet the MMSD peak flows and volumes , the wet detention pond will provide the site an 86.56% reduction of total suspended solids (TSS). Private on-site storm sewer will route runoff to the wet detention pond. The wet detention pond is designed with a 5-foot deep permanent pool to all for TSS to settle to the bottom. To do this, the pond size, water level and outlet structures must be maintained as specified in this Declaration (see Figures 1, 2 and 3).

The wet detention pond receives runoff from a 4.136 acre drainage area (3.694 acres within the property and 0.442 acres off- site tributary drainage coming from the northeast). During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the permanent pool. The water level is controlled by a 12-inch diameter submerged pipe connecting to outlet control structure located in the center of the berm near the southwest corner of the pond. The outlet control structure is designed with a weir plate that will control water elevations and peak flow using a primary 2-inch diameter orifice with invert elevation of 856.00, a secondary 3-inch diameter orifice with invert elevation of 858.25, and a crest elevation of 861.25. The inlet pipe is designed as submerged to help prevent floating debris from entering the control structure. An auxiliary 6-foot wide overflow weir is also proposed on the south end of the pond to assist with high flows and safe passage of stormwater runoff.

All elevations indicated in Exhibit C represent planned values and are presented in feet above mean sea level (NAD83/2011). These are required to be field verified upon construction. Actual elevations (and more detailed information on the designs) can be obtained by contacting the Village of Germantown, and can be used as a reference point during maintenance inspections.

KWIK TRIP INC. | KWIK STAR

Legal

PHONE 608-781-8988
FAX 608-793-6120

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

April 16, 2025

Village of Germantown
N112 W17001 Mequon Rd.
Germantown, WI 53022

Re: Agreement for Future Traffic Control Improvements – Kwik Trip, Inc., Germantown, WI

Hello:

Enclosed please find the Agreement for Future Traffic Control Improvements executed on behalf of Kwik Trip, Inc. Please return to me a recorded copy at the email below once the necessary steps have been taken.

If you have any questions, please feel free to give me a call at 608-793-6209 or email at eystenes@kwiktrip.com. Thank you.

Very truly yours,

Elizebeth Ystenes

Elizebeth Ystenes
Paralegal

Encl.

AGREEMENT FOR FUTURE TRAFFIC CONTROL IMPROVEMENTS

This Agreement for Future Traffic Control Improvements (this "Agreement") is made and entered into between the Village of Germantown (hereinafter called the "Village") and Kwik Trip, Inc. (hereinafter called "Kwik Trip") (collectively the Parties).

WHEREAS, Kwik Trip has proposed to construct a new gas station and convenience center to be located at N112W18741 Mequon Rd Germantown, WI 53022 (the "Development"), the location of which is more fully described on the attached Exhibit A; and

WHEREAS, as part of the development process, Kwik Trip has obtained a traffic impact analysis ("TIA"); and

WHEREAS, the TIA identifies certain roadway and signalization improvements to the intersection of Maple Road and Kleinmann Drive and the intersection of Maple Road and Mequon Road that may be necessary as a result of the Development (the "Traffic Improvements"); and

WHEREAS, as a condition of approval of the Development, Kwik Trip is to reach an agreement with the Village as to the appropriate cost allocation of the Traffic Improvements; and

WHEREAS, the Village and Kwik Trip have reached that agreement and wish to memorialize the agreements, understandings and plans for the traffic needs related to the Development;

NOW, THEREFORE, in consideration of these recitals and the mutual agreements, benefits and responsibilities outlined herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Kwik Trip shall, at its sole expense, have an update completed to the traffic counts for Maple Road and Kleinmann Drive upon execution of this Agreement. An update to the traffic counts completed between February 2025 and the execution of this Agreement shall satisfy this requirement. This traffic count will be used as a baseline to compare against future conditions and the future traffic count to establish a fair percentage attributed to Kwik Trip for the Traffic Improvements.

2. Provided that Kwik Trip is occupying and fully operating its new Development, the traffic counts shall be updated, at Kwik Trip's sole expense, one year from the date of this Agreement. An updated traffic impact memo/report is to be delivered to the Village within 18-months of occupancy. This memo/report will calculate and establish Kwik Trip's proportionate responsibility for payment of the costs for the Traffic Improvements, where that amount is based on the percentage of increased traffic volume when comparing the current/existing condition (as established by the updated count called for in paragraph 1) to the future 2026 traffic volume conditions as established under this paragraph. In establishing Kwik Trip's percentage share, the number of vehicles involved in crashes sourced/originating to/from Kwik Trip would be a second factor used in establishment of the proportionate payment.

3. In the event that the Village initiates design and construction services for the Traffic Improvements within five (5) years of the date of the issuance of the final occupancy permit, Kwik Trip shall be responsible to contribute to such work in an amount that multiplies the total cost of the work by

Kwik Trip's percentage contribution as calculated under this Agreement. Such payment shall be made within thirty (30) days of the Village's invoicing for the same to Kwik Trip. In the event that the Village does not initiate design and construction services for the Traffic Improvements within five (5) years of final occupancy, Kwik Trip's responsibility to contribute under this Agreement shall terminate.

4. Alternatively, Kwik Trip may propose a lump-sum advanced payment that is acceptable to the Village in its sole discretion, and contribute that amount to the Village during construction of the Development. Contribution under this paragraph shall satisfy Kwik Trip's responsibility to contribute under this Agreement, and Kwik Trip would not be liable to the Village for any shortfall or deficiency between the lump-sum contribution amount and the amount of the actual costs Kwik Trip would have been responsible for on a percentage basis under paragraph 3. Similarly, in the event that the Village does not initiate design and construction services for the Traffic Improvements within five (5) years of final occupancy, the Village shall not be required to refund the lump-sum payment. However, if the Village undertakes the Traffic Improvements after five (5) years and pays for the same through a special assessment or similar funding mechanism, Kwik Trip's contribution under such assessment shall be offset by the amount of the lump-sum payment made under this paragraph.

5. Notwithstanding the above, the Village reserves the right to review the counts and update the percentage calculation where there is reasonable evidence of a material change in traffic conditions.

6. This Agreement shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this Agreement shall be the Wisconsin Circuit Court in and for Washington County. The prevailing party shall be awarded its reasonable costs of any such litigation, including reasonable attorney fees.

7. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the Parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.

8. If any of the provisions contained in this Agreement shall be for any reason 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.

9. This Agreement is binding upon Kwik Trip and its agents, officers, employees, heirs, successors, and assigns. The terms of this Agreement shall run with the land and this Agreement shall be recorded in the Office of the Register of Deeds for Washington County upon execution.

IN WITNESS WHEREOF, Kwik Trip and the Village have caused this Agreement to be signed in duplicate originals this _____ day of April, 2025 which shall be the effective date of this Agreement.

[SIGNATURE PAGE FOLLOWS]

KWIK TRIP, INC.

By: _____

STATE OF WISCONSIN)
) SS
LA CROSSE COUNTY)

Personally came before me this 10 day of April, 2025, the above-named, Thomas E. Reinhart as COO & Secretary of Kwik Trip, Inc., to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument in such capacity.

ELIZEBETH YSTENES NOTARY PUBLIC STATE OF WISCONSIN

By: _____
Print Name: Elizebeth Ystenes
Notary Public, State of Wisconsin
My Commission is Permanent/Expires: 3/31/28

VILLAGE OF GERMANTOWN

By _____
Robert A. Soderberg, Village President

ATTEST:

By _____
Donna Ott, Village Clerk

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this 21st day of April, 2025, the above-named, Robert A. Soderberg, Village President, and Donna Ott, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

KASIE R. MILLER NOTARY PUBLIC STATE OF WISCONSIN

By _____
Print Name: Kasie R Miller
Notary Public, State of Wisconsin
My Commission is permanent/Expires: 05/03/2029

Approved as to form:

_____
Brian C. Sajdak, Village Attorney

This instrument was drafted by: Brian C. Sajdak, Village Attorney (SBN 1027287)

EXHIBIT A

Legal Description

Lot Two (2) of CERTIFIED SURVEY MAP No. 2890 recorded in the Office of the Register of Deeds for Washington County, Wisconsin on April 29, 1986, in Volume 16, Pages 129-132, as Document No. 490681, said certified survey map being a part of the Northwest 1/4 of the Northwest 1/4 of Section 28 and Northeast 1/4 of the Northeast 1/4 of Section 29, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Tax Parcel No. GTNV-282990

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a Wisconsin municipal corporation (the "Village"), and Green Bay Packaging Inc., a Wisconsin Corporation (“Developer”).

RECITALS:

WHEREAS, Developer has acquired approximately 52.92 acres of land located generally along Interstate Highway 41 north of Holy Hill Road and south of Rockfield Road in the Village of Germantown, which is more fully described in the attached Exhibit A (the “Property”); and

WHEREAS, Developer intends to develop the Property as a production and distribution facility consisting of an approximately 270,000 sq. ft. building (the “Project”); and

WHEREAS, the Project will necessitate the expansion of the Village’s roadway infrastructure and water and sanitary sewer facilities to serve the Property, including but not limited to, the installation of water and sanitary sewer mains, roadway improvements, and storm water facilities being comprised of the “Village’s Plans” (attached hereto as Exhibit B-1) and the “Developer’s Plans” (attached hereto as Exhibit B-2), as the case may be; and

WHEREAS, the public works schedule and budget of the Village does not now include the required improvements and normally there would be a considerable delay in the installation of the improvements unless this Agreement is entered into by the parties; and

WHEREAS, the Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code of Germantown (the “Municipal Code”) and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these Recitals, which are hereby made a part of this Agreement, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – DEVELOPER OBLIGATIONS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements on the Property required by the Village including those improvements required by Sec. 18.08 of the Municipal Code in accordance with the provisions of the Developer’s Plans. It is the intent of this Agreement that all public improvements included and described as “Developer Obligations” herein

and detailed in the Developer's Plans shall be installed on the Property, in a good and workmanlike manner by Developer with the exception of those improvements located offsite and to be installed by the Village as detailed in the Village's Plans and Article II.

1.02 NON-PUBLIC IMPROVEMENTS. Developer shall generally prepare the Property for use as a production and distribution facility to include site grading and the installation of internal roads and water, sanitary sewer, storm water and other utilities as is more fully described herein. Additionally, Developer shall undertake construction of an approximately 270,000 sq. ft. building with a minimum assessed value including the real estate thereunder of $_____ to be substantially completed not later than August 31, 2025.

Commented [AGW1]: NTD: Village to provide the minimum assessed value.

1.03 WATER SUPPLY FACILITIES. Developer shall design and submit to the Village Engineer for approval the Developer's Plans, specifications and contract documents for all water supply facilities, including an extension of the 10-inch water main from the main within Holy Hill Road into the Property together with necessary private water laterals to service the proposed buildings for the complete development of the Property, before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village of Germantown Infrastructure Standards Development Handbook, Sec. 2.0 "Water System." All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. Any private water utility improvements (e.g., private water mains) installed in the future shall be maintained in accordance with the Village's standard-form Private Water Main Operation, Inspection and Maintenance Agreement. All public water main not within public right-of-way shall be constructed within an easement dedicated to the Village of Germantown. Water main and lateral trenches shall be aggregate slurry backfilled if installed in a previously existing roadway.

Further, Developer understands that, pursuant to an Intergovernmental Agreement ("IGA") between the Village and the Village of Richfield ("Richfield"), Richfield is designing and installing a water main extending through the Property (generally along the western edge) from Rockfield Road on the north to Holy Hill Road on the south. Developer agrees to work and cooperate with Richfield in providing the necessary easement for the water main through the Property. Developer may, depending on its schedule, connect to the water main installed by Richfield, with the Developer being responsible for the cost and installation of all necessary service laterals.

Commented [AGW2]: NTD: Village to provide a copy for review.

1.04 SANITARY SEWER FACILITIES. Developer shall design and submit to the Village Engineer for approval the Developer's Plans, specifications and contract documents for all sanitary sewer facilities, including an extension of the eight-inch sanitary sewer main from the Village sanitary sewer interceptor in Holy Hill Road into the Property, and all necessary laterals to service the proposed buildings, before authorization for

construction will be given, in accordance with Sec. 18.08(7) of the Municipal Code. Design and installation shall conform to Sec. 18.08(7) of the Municipal Code and the Village of Germantown Infrastructure Standards Development Handbook, Sec. 3 "Sanitary System," as applicable. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. Any such easement dedication to the Village shall be through an easement document containing specific terms to be associated with the easement prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches shall be aggregate slurry backfilled if installed in a previously existing roadway.

Further, Developer understands that, pursuant to the IGA between the Village and Richfield, Richfield is designing and installing a sanitary sewer main extending through the Property (generally along the western edge) from Rockfield Road on the north to Holy Hill Road on the south, and a sanitary lift station to be located in the northeast corner of the Property. Developer agrees to work and cooperate with Richfield in providing the necessary easement for the sanitary sewer main through the Property, and all rights to the land for the lift station. Developer may, depending on its schedule, connect to the sanitary sewer main installed by Richfield, with the Developer being responsible for the cost and installation of all necessary service laterals.

1.05 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone and/or other similar telecommunications facilities, and natural gas facilities to be installed on the Property. All such services shall be located underground in accordance with applicable codes.

1.06 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may reasonably require or direct pursuant to Sec. 17.441 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

(1) Developer shall file and comply with an erosion control plan.

(2) Developer is required to obtain an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire project and until the vegetation has sufficient growth to control the run-off as shall be reasonably determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on

all disturbed areas sufficient to control run-off from the site, as shall be reasonably determined by the Village's engineering staff.

(3) Developer shall promptly undertake topsoiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales, all in accordance with the Developer's Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper, as deemed necessary by the Village Building Inspector, Engineer and/or their assignees. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Developer shall remit payment within thirty (30) days of receipt of such invoice(s). Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

(5) Developer shall maintain all vegetation on undeveloped parcels and within drainage areas in a neat, orderly and weed-free appearance.

1.07 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval storm water drainage facilities adequate to accommodate expected surface water flow within and through the Property, in accordance with Sec. 18.08(10) of the Municipal Code and Chapter 13 of the Milwaukee Metropolitan Sewerage District rules. Except as provided in Section 1.11(2), Developer agrees that it responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities ("Storm Water Facilities") located on the Property. Storm Water Facilities shall be maintained in the future according to the same performance standards to which they were constructed pursuant to Section 18.08(10), Municipal Code, namely, that they accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

1.08 LANDSCAPING. Developer shall complete all landscaping in accordance with the landscaping plans to be filed with and approved by the Village and seeding, matting/mulching or sodding of Village right-of-way to the extent shown on the Developer's Plans, all to be completed prior to acceptance of the improvements by the Public Works Committee. Acceptance of the improvements by the Public Works Committee will not be delayed where landscaping would be completed but for adverse weather conditions or seasonality impacting completion. Any delay in completion due to adverse weather or seasonality shall not relieve Developer of the obligation to promptly complete the landscape improvement when weather permits.

1.09 STREET IMPROVEMENTS. Developer shall design and submit to the Village Engineer for approval all Developer's Plans, specifications and contract documents for all street improvements within the Property before authorization for construction will be given. This shall include those improvements to streets abutting the development in accordance with Sec. 18.08(15) of the Municipal Code, including an extension/relocation of 48th Street, streetlights and a guardrail pursuant to the Plan Commission approval. In accordance with the Engineering Department Memorandum dated April 4, 2024, Developer shall coordinate traffic signal conduit and base for future signal. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. As part of the construction, Developer shall maintain access to the gas station located on 48th Street (N128 W21760 Holy Hill Road).

1.10 ADDITIONAL REQUIREMENTS.

(1) As part of the extension/relocation of the 48th Street, Developer, through its contractor, Briohn Building Corp., has requested that the Village execute a general fill application with the Wisconsin Department of Natural Resources, as exhibited by that certain Letter Agreement entered into between the Village and Briohn Building Corp. attached hereto as Exhibit C. Developer understands and agrees that, by the Village's execution of the Fill Application, the Village is not assuming or accepting any financial responsibility relating to the Fill Application, whether or not the Wisconsin Department of Natural Resources (the "WDNR") determines that credits must be purchased as part of the fill approval (the "Credits"). Developer and/or Briohn Building Corp. agrees to assume all responsibility for any Credits and other costs related to the Fill Application as may be required by the WDNR.

(2) The buildings and improvements to be constructed on the Property and their uses shall be in compliance with all applicable municipal zoning ordinances of the Village.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements on the Property contemplated by this Agreement to be installed by the Developer in accordance with the Developer's Plans. Developer has provided a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction, it being acknowledged that the Village and Village Engineer have approved the starting date and schedule. A pre-construction meeting shall be scheduled between Developer, the contractors and the Village prior to commencement of any construction on the public improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 OCCUPANCY PERMITS. No occupancy permits under Chapter 14 of the Municipal Code shall be issued until the water main, sanitary sewer, and storm sewer improvements are installed, inspected by the Village utilities and approved by the Village Engineer, all record-drawings are filed with the Village approved by the Village Engineer in accordance with Section 2.05 below, and all other improvements required by this Agreement are installed and accepted by the Public Works Committee unless otherwise agreed to by Village staff.

2.03 REQUIRED PLANS. Developer shall submit to the Village Engineer for approval all of the Developer's Plans, profiles and specifications required by Sec. 18.09(3) of the Municipal Code. Required plans for improvements shall include the following:

(1) Site grading plan; and

(2) Water, sanitary sewer and storm sewer record-drawings, including plans for the Private Water System and sanitary sewer; and

(3) Erosion and sedimentation controls.

In addition, Developer shall submit to the Village Engineer for approval all specifications before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require reasonable document revisions and modifications to conform to Municipal Code.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses located within and on the berm along the northern edge of the Property and within the wetland areas which are protected and retained (e.g., those for which a fill permit or other permit has not been granted). Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance (as defined below) of the improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main and fire hydrant lead and storm water management facilities. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1988. If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be

certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until (i) all applicable outstanding charges to be paid by Developer under the Municipal Code have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or his Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector.

Commented [AGW3]: NTD: Village to confirm whether this includes the roadway in the future right of way, or only the sewer/water improvements.

Developer shall submit a written request to the Village Engineer for acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action and satisfaction of the conditions set forth in this Agreement, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village. A reasonable estimate of fees described herein has been provided by the Village to Developer and shall be included in the "Village Fee Schedule" attached hereto as Exhibit D. Final fees set to be paid by Developer shall not increase from the amounts shown on the Village Fee Schedule attached as Exhibit D except as may result from a change in Developer's Plans.

4.02 DEVELOPMENT FEES.

(1) Impact Fees. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact

fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees shall consist of the following:

(a) Water: $832.00/REC.

(b) Fire: $0.63549/$1000 Building Cost.

(c) Police: $ 0.2809/$1000 Building Cost.

(2) Sewer Connection Fee. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer sewer connection fee that have been determined in accordance with Sec. 15.07 of the Municipal Code and Resolution No. 27-07. These fees shall consist of the following:

(a) Sewer Connection Fee: $4,919.00/REC.

(3) A REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of Building Permit issuance. One year following the issuance of the occupancy permit, Water and the Sewer Connection Fees paid hereunder shall be reviewed and adjusted based upon the average actual usage with a final settlement to be completed and payable within thirty (30) days of the completion of the review.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements to public infrastructure for all phases of the project to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10 (3) of the Municipal Code. The fee shall be calculated with respect to the construction costs of public improvements related to the Project as follows (and as reflected in Exhibit D):

2.25% of the first $250,000 of construction costs; and
1.75% of the next $250,000 of construction costs; and
1.25% of construction costs which exceed $500,000.

4.04 DEVELOPMENT AGREEMENT REVIEW FEE. In accordance with Section 18.10(3) of the Municipal Code, the Developer shall pay a development agreement review fee of a minimum of $5,000.

4.05 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all reasonable professional (technical and legal) fees incurred by the Village solely in connection with the improvements constructed by Developer within the Property, as well as for reasonable engineering and inspection services, whether provided by a staff engineer

or technician or designated employee or by a consultant, and reasonable services rendered by the Village Attorney, in each case, as reasonably estimated on Exhibit D.

4.06 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this project.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. Developer shall install sewer connections, grease interceptors and sampling manholes at the Property as required by Village code, however, any such connections, grease interceptors or sampling manholes associated with any specific building development shall not be the responsibility of Developer under this Agreement.

5.02 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property, including a wetlands delineation report. Approval of the subject development plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as shown on the approved plans, will not be allowed to grade, fill, or conduct any other type of development within seventy-five (75) feet of the high water mark of a navigable waterway or twenty-five (25) feet from a wetland, without first implementing appropriate shoreland protection measures and/or receipt of required approvals to conduct such work. A note regarding this restriction shall be placed on the Final Plat, if any.

In accordance with Sec 24.04(3) of the Municipal Code, the Developer applied for a Conditional Use Permit ("CUP"). The CUP was approved by the Plan Commission on May 13, 2024 and by the Village Board on May 20, 2024.

5.03 OTHER UTILITIES. The Village and Developer understand that the general Germantown area, including the Property, may experience insufficient capacity in the future for gas and electric utility service as a result of existing use and new development in the general Germantown area. Both the Village and Developer understand that certain gas and electric service utilities may require system upgrades to service the general Germantown area (including the Property). If utility service system upgrades are necessary for the development of improvements on any of the Property parcels, the Village and the Developer agree to work in good faith to determine fair and reasonable solutions to fund such utility service system upgrades, each party acknowledging that such solutions may involve other third parties with a vested interest in the potential utility system upgrade(s).

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall at the time of issuance of the initial building permit pay to the Village such funds as itemized in the Village Fee Schedule, in the form of a cash deposit or letter of credit, which shall assure the faithful performance of Developer's Obligations under this Agreement. The Village shall maintain these funds as security and upon an event of default by Developer pursuant to Section 9.02(1), the Village shall have the right to draw upon the security. Upon Developer's payment of any cost item set forth on the Village Fee Schedule, the Developer may request, and the Village so grant, a commiserate reduction in the cash deposit or letter of credit. The Village shall provide regular updates as to the balance of the funds. Upon final acceptance of the public improvements, there shall be a final settlement on the funds based upon actual costs, with any excess cash balance or the letter of credit instrument, as the case may be, promptly returned to Developer.

6.02 LIABILITY NOT RELEASED. All deposits given hereunder are security devices only which in no manner limit the liability of Developer to the Village hereunder, however arising and regardless of the amount.

6.03 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this financial guaranty, the Village reserves the right subject to the notice and cure requirements set forth in Section 9.02, to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the Property. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. As specifically related to Developer's obligations under this Agreement, this provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.04 REMEDIES. At the option of the Village and subject to the notice and cure requirements set forth in Section 9.02, a material breach of this Agreement shall result in the Village having the right to withhold the initial issuance of any and all occupancy permits until such breach is cured. In addition, subject to the notice and cure requirements set forth in Section 9.02, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property and/or draw upon the financial guaranty (whether certified check or letter of credit) to pay for the necessary cost for the Village to complete the public improvements in accordance with the Plans. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee all dedicated improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as delivered in Article IV of this Agreement. Developer shall repair or replace any such improvements as reasonably required by the Village Engineer to eliminate such defects and shall pay for

the actual, direct damages incurred by Village property directly resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall defend, indemnify, and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any claim or cause of action by a third party against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of Developer, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Village, its employees, agents or contractors), in connection with Developer's performance of this Agreement. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after service of such suit upon the Village, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village. The Village shall defend, indemnify, and hold Developer harmless against and from any and all liability, judgments, costs and expenses incurred by Developer as the result of any claim or cause of action by a third party against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of the Village, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Developer, its employees, agents or contractors), in connection with the Village's performance of this Agreement. In every case where judgment is recovered against Developer and where notice of the pendency of the suit and an opportunity to defend the same has been given to the Village within ten (10) days after service of such suit upon Developer, the judgment shall be conclusive upon the Village, not only as to the amount of damages, but also as to its liability to Developer.

7.03 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, fines and penalties) resulting from or relating in any way to the presence of toxic or hazardous material or substances present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with this Agreement, provided that such materials or substances were likely present at the time of such dedication or conveyance; and, further provided, that such materials or substances exist on the Property because of the acts of Developer or Developer's contractors or employees. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

7.04 INDEMNIFICATION CLAIMS. Upon either the Village or Developer becoming aware of the occurrence of any event or the existence of any state of facts in

respect of which such party has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

(1) The indemnified party shall provide the indemnifying party notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the indemnified party's failure to timely notify the indemnifying party shall not prevent or in any way impair recovery by such party unless the indemnifying party is materially prejudiced as a result of such failure;

(2) Subject to paragraphs (3) through (5) below, the indemnifying party diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(3) The indemnified party may at its own expense hire counsel or consultants to monitor the Claim;

(4) The indemnifying party shall not, without the prior written consent of the indemnified party, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(5) If the indemnifying party does not timely assume responsibility for any Claim, the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of the indemnifying party, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

7.05 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than $1,000,000.00.

(3) Property damage insurance having limits of not less than $500,000.00.

(4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. Subject to the terms of this Agreement, Developer shall complete the Project, which shall include installation of utility service, construction and installation of the sanitary sewer and water main improvements, stormwater facilities, driveways, parking lots, landscaping berms, and all other site work and improvements as may be required pursuant to the Developer's Plans for the Project, consistent with the schedule identified in Section 1.02. Each building shall be deemed completed upon a certificate of occupancy (whether the certificate is temporary, final, conditional or unconditional) being issued by the Village and the Village accepting the water and sanitary sewer main extensions in accordance with the terms of this Agreement.

8.02 DEFAULT.

(1) The occurrence of any one or more of the following events shall constitute a default by Developer:

(a) Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before fifteen (15) days following written notice of such failure; or

(b) Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

(c) Developer:

(i) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or

(ii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(iii) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(iv) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or

(v) adopts a plan of complete liquidation of its assets.

(2) The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

(3) Upon the occurrence of any default by either party and following the notice requirements set forth above, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity.

(4) No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

(5) In the event of the default by either party, all reasonable fees, costs, and expenses incurred by the nondefaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees,

riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

ARTICLE IX – NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) two business days following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, or (iv) upon transmission if by facsimile or email, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the Village:	Village of Germantown ATTN: Steven Kreklow, Administrator PO Box 337 N112 W17001 Mequon Road Germantown, WI 53022 Email address: skreklow@village.germantown.wi.us
AND a copy to:	Brian C. Sajdak, Esq. Wesolowski, Reidenbach & Sajdak, S.C. 11402 W. Church St. Franklin, WI 53132 Email address: brian@wrslegal.net
If to Developer:	Green Bay Packaging Inc. 1700 Webster Court Green Bay, WI 54302 Email address: bhollenb@gbp.com
AND a copy to:	Green Bay Packaging Inc. 1700 Webster Court Green Bay, WI 54302 Email address: legal@gbp.com

ARTICLE X - GENERAL PROVISIONS

10.01 ORDINANCES AND REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. In the event any provision set

forth in this Agreement is in conflict with any provision set forth in any other Village code or ordinance, this Agreement shall control.

10.02 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any building, lot or parcel of land within the Property.

10.03 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

10.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

10.05 OWNERSHIP. Developer certifies and warrants to the Village that as of the Effective Date (as defined below) of this Agreement it is the sole owner of the real estate that comprises the Property. Village hereby consents to the periodic transfer of certain parcels of the Property (to be created by approved certified survey maps(s)), to single-purpose entities controlled by Developer, to the Village, or to Richfield, for purposes of development of parcels within the Property and/or obtaining lender financing. Developer shall provide the Village written notice of such transfer and notwithstanding any such transfer, shall remain responsible for all Developer obligations as otherwise set forth herein.

10.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Developer as an authorized officer of the same.

10.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

10.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

10.09 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

10.10 REAL ESTATE TAXES. Developer agrees to timely pay or cause to be paid to the Village general property taxes assessed and levied by the Village in connection with the Project under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Developer further agrees that, until the closure of TID No. 8, it will not knowingly sell, lease, assign or otherwise transfer or convey any ownership interest in the Project to a person or entity that would directly result in the Property becoming exempt from general property taxation, nor otherwise use the Property in any manner that would cause all or a portion of the Property to be exempt from general property taxation unless the exempt entity or user first enters into a Payment in Lieu of Taxes (PILOT) Agreement with the Village upon such terms as are agreeable to the Village.

10.11 MEMORANDUM. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Washington County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached Exhibit E.

10.12 TERMINATION. This Agreement and all rights and obligations hereunder shall terminate upon the earlier to occur of (i) full performance by Developer and the Village of all of their respective obligations under this Agreement; and (ii) upon termination of the District. Upon such termination, the parties shall execute and record a termination of all Memorandum of Agreement(s) recorded against the Property.

10.13 TIME. Time is of the essence as to completion by the parties of their respective obligations, and is a critical component in success of the Project and the District. The parties agree that all actions, approvals, and consents required herein, shall be acted upon promptly and with diligence, and shall not be unreasonably withheld, conditioned or delayed.

10.14 ASSIGNMENT. This Agreement may not be assigned by the Developer without the Village's consent, which may be granted or withheld in the Village's sole discretion, provided, however, Developer may assign or partially assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the Village. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender(s) upon reasonable approval of the Village Attorney as to the form of the assignment. In the event that any such lender forecloses on its collateral and succeeds as Developer of the Property, the Village shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

10.15 EFFECTIVE DATE. This Agreement shall be binding on the Developer and deemed of full force and effect as of the date below ("Effective Date").

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals and become effective as of this _____ day of May, 2024.

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

GREEN BAY PACKAGING INC.

By:_____

Personally came before me this ____ day of _____, 2024, the above-named, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged that he executed the foregoing instrument in such capacity.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:_____

VILLAGE OF GERMANTOWN

By_____
Dean Wolter, Village President

ATTEST:

By_____
Donna Ott, Village Clerk

Per Village Board Approval: Dated_____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2024, the above-named, Dean Wolter, Village President, and Donna Ott, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation.

By_____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

Approved as to form:

_____
Brian C. Sajdak, Village Attorney

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

IMPROVEMENT PLANS

EXHIBIT C

LETTER AGREEMENT BETWEEN VILLAGE AND BRIOHN BUILDING CORP.

EXHIBIT D

VILLAGE FEE SCHEDULE FOR PROJECT

EXHIBIT E

MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number | Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the _____day of _____, 2024, by and between **GREEN BAY PACKAGING, INC.**, a Wisconsin corporation **("Developer"),** and the **VILLAGE OF GERMANTOWN,** a municipal corporation of Washington County, Wisconsin **("Village").**

Recording Area

Name and Return Address

PIN: _____

W I T N E S S E T H :

WHEREAS, Developer and the Village entered into that certain Development Agreement dated _____, 2024 **("Development Agreement").** The full Development Agreement is available for inspection and copies can be obtained at the Village of Germantown Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Washington County, State of Wisconsin in order to place third parties on notice of the Development Agreement and the Developer's and the Village's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the Village hereby acknowledge as follows:

1. **PROPERTY.** The **"Property"** is land located in the Village of Germantown, Washington County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the Village with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. **COUNTERPART SIGNATURES**. This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER:	VILLAGE:
GREEN BAY PACKAGING, INC.	VILLAGE OF GERMANTOWN
By:_____ Name: Title:	By:_____ Dean Wolter, Village President
	Attest:
	By:_____ Donna Ott, Village Clerk

STATE OF WISCONSIN)
) SS.
COUNTY)

Personally appeared before me this ____ day of _____ 2024, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of the Developer and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally appeared before me this ____ day of _____, 2024, the above-named Dean Wolter and Donna Ott, President and Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: _____

Document Number	**MEMORANDUM OF DEVELOPMENT AGREEMENT** Document Name	Document # **1600007** WASHINGTON COUNTY WISCONSIN **2024-08-14 11:26:00 AM** Sharon A. Martin SHARON A MARTIN WASHINGTON COUNTY REGISTER OF DEEDS Fee: **$30.00** **Return via EMAIL** Pages: **3**

Recording Data 3

Name and Return Address
Donna Ott
Village of Germantown
PO BOX 337
Germantown WI 53202

Parcel Identification Number
GTNV 073-980

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the 17th day of June, 2024, by and between **GREEN BAY PACKAGING, INC.**, a Wisconsin corporation **("Developer")**, and the **VILLAGE OF GERMANTOWN,** a municipal corporation of Washington County, Wisconsin **("Village").**

WITNESSETH:

WHEREAS, Developer and the Village entered into that certain Development Agreement dated June 17, 2024 **("Development Agreement").** The full Development Agreement is available for inspection and copies can be obtained at the Village of Germantown Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Washington County, State of Wisconsin in order to place third parties on notice of the Development Agreement and the Developer's and the Village's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the Village hereby acknowledge as follows:

1. **PROPERTY.** The **"Property"** is land located in the Village of Germantown, Washington County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the Village with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. **COUNTERPART SIGNATURES**. This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Drafted By: Brian Sajdak

IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER:

GREEN BAY PACKAGING, INC.

By: _____
Name: Bryan Hollenbach
Title: Executive Vice President

VILLAGE:

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest:

By: _____
Donna Ott, Village Clerk

STATE OF WISCONSIN)
) SS.
COUNTY)

Personally appeared before me this 28th day of May 2024, the above-named Bryan Hollenbach, the Executive Vice President of Green Bay Packaging, Inc., to me known to be the persons who executed the foregoing agreement on behalf of the Developer and by its authority.

_____
Caitlin Susan LaJoie
Notary Public State of Wisconsin
My commission expires: 02/29/2028

CAITLIN SUSAN LAJOIE
Notary Public
State of Wisconsin

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally appeared before me this 18th day of June, 2024, the above-named Dean Wolter and Donna Ott, President and Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: 05/03/2025

KASIE R. MILLER
NOTARY
PUBLIC
STATE OF WISCONSIN

ASSIGNMENT AND ACCEPTANCE OF OFFER TO PURCHASE

This Assignment ("Assignment") is made as of November ___, 2024 by and among Truck Country of Wisconsin, Inc. ("Assignor"), the Village of Germantown ("Assignee") and Holy Hill Self Storage LLC ("Seller").

RECITALS

Assignor, Assignee and Seller acknowledge the following:

A. Assignor, as buyer, and Seller, as seller, entered into that certain WB-13 Vacant Land Offer to Purchase dated January 3, 2024 and accepted on April 30, 2024, as amended, a copy of which is attached hereto as Exhibit A (the "Offer"), pursuant to which Seller agreed to sell, and Buyer agreed to purchase, real estate at the southeast corner of USH 41 and Holy Hill Road in the Village of Germantown, Wisconsin, as more particularly described in such Offer.

B. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, the entire interest of Assignor in and to the Offer, and Seller desires to consent to such assignment on the terms set forth below.

NOW, THEREFORE, in consideration of the Recitals and for other value received, the parties hereby agree as follows:

AGREEMENT

1. Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to the Offer. Assignee hereby accepts the foregoing assignment from Assignor. Assignee agrees to perform all obligations and assume all liabilities of Assignor under the Offer, specifically acknowledging that, as of the date hereof, Assignor has committed to close the acquisition of the real estate described in the Offer. Assignor and Assignee agree that Assignor previously deposited $20,000 of earnest money under the Offer, upon Assignee's close upon the real estate, shall: (a) be applied to the purchase price at closing; and (b) be credited against Assignor's obligation to contribute $206,700 to the Assignee. At and contingent upon the closing described in the Offer and contingent upon Assignor's closing on the adjacent real estate located at N128W21795 Holy Hill Road in the Village of Germantown, Assignor shall pay Assignee the sum of $186,700 which, together with the $20,000 earnest money deposit, shall fully satisfy Assignor's obligation under Section 1.9 of the Development Agreement to assist the Village in funding the $236,700 purchase price due under the Offer. If the closing described in the Offer or the closing related to N128W21795 Holy Hill Road in the Village of Germantown does not close for any reason, the $20,000 earnest money shall be refunded to Assignor.

2. Assignor shall indemnify, defend and hold Assignee harmless from and against all claims and liabilities arising under or relating to the Offer prior to the date of this Assignment, except to the extent arising from Assignee's negligence or misconduct. Assignee shall indemnify, defend and hold Assignor harmless from and against all claims and liabilities arising under or relating to the Offer and after the date of this Assignment, except to the extent arising from Assignor's negligence or misconduct.

3. Seller hereby consents to this Assignment and to the assignment of the Offer by Assignor to Assignee, and Seller agrees to look solely to Assignee to perform the buyer's obligations under the Offer. Seller and Assignee hereby agree to close the acquisition described in and on the terms set forth in the Offer.

ASSIGNOR:

TRUCK COUNTRY OF WISCONSIN, INC.

BY_____
Its_____

ASSIGNEE:

VILLAGE OF GERMANTOWN

BY_____
Its_____

SELLER:

HOLY HILL SELF STORAGE LLC

BY_____
Karen S. Burns

BY_____
Terry M. Schwartz

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County (the "Village"), and Truck County of Wisconsin, Inc., a Wisconsin Corporation ("Developer").

RECITALS:

WHEREAS, Developer has a contractual right to purchase approximately 15.85 acres of land located at N128W21795 Holy Hill Rd in the Village of Germantown (Tax Key No. GTNV 182-987), which is more fully described in the attached Exhibit A (the "Property"); and

WHEREAS, Developer intends to develop the Property as a truck sales and service facility consisting of an approximately 37,760 sq. ft. building (the "Project"); and

WHEREAS, the Project will necessitate the expansion of the Village's public roadway infrastructure and water and sanitary sewer facilities to serve the Property, including water and sanitary sewer mains, roadway improvements, and storm water facilities being comprised of the "Village's Plans" (attached hereto as Exhibit B-1) and the "Developer's Plans" (attached hereto as Exhibit B-2), as the case may be; and

WHEREAS, the public works schedule and budget of the Village does not now include the improvements required for the Project without a considerable delay in the installation of the improvements unless this Agreement is entered into by the parties; and

WHEREAS, the Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code of Germantown (the "Municipal Code") and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these Recitals, which are hereby made a part of this Agreement, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – DEVELOPER OBLIGATIONS

1.01 GENERALLY. It is the intent of this Agreement that all public improvements included and described as "Developer Obligations" herein and detailed in the Developer's Plans shall be installed on the Property, in a good and workmanlike manner by Developer with the exception of those improvements located offsite and to be installed by the Village as detailed in the Village's Plans and Article II. For purposes of clarification, all public improvements located outside the Property shall be the responsibility of the Village.

1.02 IMPROVEMENTS. Developer shall, except as may otherwise be provided herein, generally prepare the Property for use as a business to include site grading and the installation of internal driveways and water, sanitary sewer, storm water and other utilities as is more fully described herein. Additionally, Developer shall undertake the construction of an approximately 37,760 sq. ft. building with a minimum assessed value including the real estate thereunder of $11,000,000 to be commenced not later than June 1, 2025, and substantially completed not later than September 2026, which dates shall be contingent upon the timely completion of the Village's construction of the contemplated public improvements herein. Further, if the Village has not completed the public improvements contemplated by this Agreement within the timeframes set forth in this Agreement, Developer shall have the option of completing the uncompleted utility work at the Village's sole expense without prejudice to any and all remedies available at law or equity to Developer.

1.03 WATER SUPPLY FACILITIES. It is intended that the Project will tie into the water main installed by the Village at the intersection of the main driveway for the Project and the public road described in Sec. 1.09, with the Developer being responsible for the cost and installation of all necessary service laterals located on the Property.

Design and installation of the service laterals shall conform to Sec. 18.08(8) of the Municipal Code and the Village of Germantown Infrastructure Standards Development Handbook, Sec. 6.0 "Water Distribution System Requirements." All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village.

The Developer shall allow Village to construct on its timeline, however, Developer's performance of its obligations shall be dependent and conditioned upon the Village's timely construction of the public improvements. In addition, the Developer may, at Developer's sole cost and expense, connect directly to the available water main in Holy Hill Road to service their parcel in the event the Village's schedule does not accommodate the Developer's schedule.

1.04 SANITARY SEWER FACILITIES. It is intended that the Project will tie into the sanitary sewer main installed by the Village at the intersection of the main driveway for the Project and the public road described in Sec. 1.09, with the Developer being responsible for the cost and installation of all necessary service laterals located on the Property.

Design and installation of the service laterals shall conform to Sec. 18.08(7) of the Municipal Code and the Village of Germantown Infrastructure Standards Development Handbook, Sec. __ "Sanitary Sewer Distribution System Requirements." All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this

provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village.

The Developer shall allow Village to construct on its timeline, however, Developer's performance of its obligations shall be dependent and conditioned upon the Village's timely construction of the public improvements. In addition, the Developer may, at Developer's sole cost and expense, connect directly to the available sanitary sewer main in Holy Hill Road to service their parcel in the event the Village's schedule does not accommodate the Developer's schedule.

1.05 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone and/or other similar telecommunications facilities, and natural gas facilities to be installed on the Property. All such services shall be located underground in accordance with applicable codes.

1.06 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may reasonably require or direct pursuant to Sec. 17.441 and Chapter 29 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

(1) Developer shall file and comply with an erosion control plan.

(2) Developer is required to obtain an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire project and until the vegetation has sufficient growth to control the run-off as shall be reasonably determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be reasonably determined by the Village's engineering staff.

(3) Developer shall promptly undertake topsoiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales, all in accordance with the Developer's Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedicated public improvements, if any, by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper, as deemed necessary by the Village Building Inspector, Engineer and/or their assignees. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered,

and Developer shall remit payment within thirty (30) days of receipt of such invoice(s). Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

(5) Developer shall maintain all vegetation on undeveloped parcels and within drainage areas in a neat, orderly and weed-free appearance.

1.07 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval storm water drainage facilities, if required, adequate to accommodate expected surface water flow on and from the Property, in accordance with Sec. 18.08(10) of the Municipal Code and Chapter 13 of the Milwaukee Metropolitan Sewerage District rules.

1.08 LANDSCAPING. Developer shall complete all landscaping in accordance with the landscaping plans to be filed with and approved by the Village and seeding, matting/mulching or sodding of Village right-of-way to the extent shown on the Developer's Plans, all to be completed prior to acceptance of the improvements by the Public Works Committee. Acceptance of the improvements by the Public Works Committee will not be delayed where landscaping would be completed but for adverse weather conditions or seasonality impacting completion. Any delay in completion due to adverse weather or seasonality shall not relieve Developer of the obligation to promptly complete the landscape improvement when weather permits.

1.09 STREET IMPROVEMENTS. The Village intends on installing a new public roadway along the eastern property line of the Property as shown on the attached Exhibit B-1. Developer presently has lands under contract for this purpose. Developer shall either complete the transaction and then dedicate the roadway area to the Village, or shall assign the purchase agreement to the Village to allow the Village to acquire the roadway area. In the event that the Developer acquires the roadway area, the Village shall contribute $30,000 for the acquisition within 30 days of written request by Developer. If Developer assigns the purchase agreement to the Village, such assignment shall be accompanied by a monetary contribution of $206,700.

The Village shall design plans, specifications and contract documents for all street/driveway improvements to provide access to the Property. This street construction shall include those driveway access improvements to abutting the development in accordance with Sec. 18.08(15) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village.

The Village intends on completing the roadway by August 31, 2025, and will coordinate with the Developer to ensure access to the Property during construction. The

Developer shall allow Village to construct on its timeline. Alternatively, Developer may accelerate its schedule and the Developer may build and contribute the street improvements at Developer's sole cost.

1.10 ADDITIONAL REQUIREMENTS.

(1) Developer shall, by the date of substantial completion of the Project, remove the existing advertising billboard sign (located in the southeast part of the Property) from the Property.

(2) The buildings and improvements to be constructed on the Property and their uses shall be in compliance with all applicable municipal zoning ordinances of the Village.

1.11 DRIVEWAY IMPROVEMENTS. Access to the Property is presently through a driveway located on the north side of the Property. For the purposes of constructing the Project, Developer will be allowed to utilize this driveway "as is" (i.e., in the same encroachment alignment and with gravel construction) on a temporary basis as described more fully in Sec. 2.02. Once the allowed temporary use terminates, Developer shall remove the north driveway.

ARTICLE II – VILLAGE OBLIGATIONS

2.01 PUBLIC UTILITY EXTENSIONS. The Village shall design, construct and install an extension of both the public water main and the public sanitary sewer from their current terminus located on Holy Hill Rd, east of 48th St, to the intersection of the Project's main driveway and the public road described in Sec. 1.09. The design and construction of the public utility extensions shall be done pursuant to the Village's Plans and shall be sufficient to serve and accommodate the Project on the Property. The Village anticipates completion of all public utility extension work, including appropriate testing, inspection and completion of "punch-list" items, ready and available for connection to Developer's utility work, no later than August 1, 2025. Alternatively, sanitary and water infrastructure exists in Holy Hill Road and is available for Developer to connect.

2.02 ROADWAY IMPROVEMENTS. Upon acquisition of the roadway area as described in Paragraph 1.09, the Village, entirely at its own expense shall design, construct and install improvements to the public road, as shown on the Plans, from the Holy Hill Road south to the railroad owned by WisDOT pursuant to the Village's Plans. The Village's work shall be substantially complete it not later than August 31, 2025. As part of the construction, the following driveway access points will be modified (Developer shall be responsible for the installation of the driveways located on the Property):

(1) North driveway will remain accessible during construction and then removed.
(2) South driveway/Private Road to be primary access to the Property;
(3) Primary driveway on east side of the property located at N128 W21661 Holy Hill Rd (GTNV 182-988) to be provided as shown on plans;

In addition, the Village shall be responsible for future public road improvements (including but not limited to Lighting and Signals for the extension of Holy Hill Road to the south access road and frontage along the Property and facilities to be dedicated to the Village, and the related utility systems) that may be required to serve and accommodate the completed full development on the Property, including any improvements (direct or indirect) required as a result of any current or future traffic impact analysis or similar studies that serve as a basis for current or future improvement requirements.

The Village's financial commitment hereunder is limited to those costs traditionally paid for by the Village, and notwithstanding anything in this paragraph, WisDOT, Washington County and/or future developers on other properties within the Village shall contribute to these costs in the customary manner.

2.03 FINANCING. In order to finance the Village's obligations hereunder and under the applicable TID Project Plan (the "TID Obligations"), the Village may issue bonds, notes or other debt instruments of its choice (the "Bonds"). It is intended that the principal and interest on the Bonds be paid from tax incremental revenues generated from the applicable TID as it is developed and other real estate within the TID, and/or capitalized interest available under the Bonds, in accordance with Wis. Stat. § 66.1105. The Bonds issued to finance the TID Obligations shall be in an amount adequate to finance all costs for such the TID Obligations. The Village shall not assess the Property, nor charge Developer or any subsequent owner of any parcel of the Property, any "impact" or other assessment or fees which have the effect of (a) reimbursing the Village for improvements financed by the Bonds, or (b) paying the Village for municipal services provided to the District on a different basis than similar services supplied to other land in the Village; provided, however, that following completion of the TID Obligations, the Village may specially assess land in the District for subsequent repairs and replacements to the public improvements installed as part of the TID Obligations to the same extent and in the same manner that the Village assesses for repair or replacement of any other municipal improvement upon similar real estate within the Village. The preceding sentence shall not prevent the Village from requiring the payment of (i) general real estate tax assessments, (ii) utility reserve capacity assessments (RCAs), hook-up fees and service charges, and (iii) any other similar "impact" fees or other assessments, fees or charges, as long as they apply consistently to all land in the Village.

ARTICLE III - CONSTRUCTION

3.01 GENERALLY. Developer, entirely at its own expense, shall construct and install improvements on the Property contemplated by this Agreement to be installed by the Developer in accordance with the Developer's Plans. A pre-construction meeting shall be scheduled between Developer, the contractors and the Village prior to commencement of any construction on the site improvements to confirm coordination of construction. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

3.02 OCCUPANCY PERMITS. No occupancy permits under Chapter 14 of the Municipal Code shall be issued until connected to water utility, sanitary sewer utility, and

the storm sewer improvements are installed, inspected by the Village utilities and approved by the Village Engineer, all record-drawings are filed with the Village approved by the Village Engineer in accordance with Section 3.05 below, and all other improvements required by this Agreement are installed and accepted by the Public Works Committee unless otherwise agreed to by Village staff.

3.03 REQUIRED PLANS. Developer shall submit to the Village Engineer for approval all of the Developer's Plans, profiles and specifications required by Sec. 18.09(3) of the Municipal Code. Required plans for improvements shall include the following:

(1) Site grading plan; and

(2) Water service connection plans; storm sewer drawings, sanitary sewer connection plans; and

(3) Landscaping Plans; and

(4) Erosion and sedimentation controls.

In addition, Developer shall submit to the Village Engineer for approval all specifications before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require reasonable document revisions and modifications to conform to Municipal Code.

3.04 EXISTING FLORA. Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses located within and on the berm along the northern edge of the Property and within the wetland areas which are protected and retained (e.g., those for which a fill permit or other permit has not been granted). Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

3.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance (as defined below) of the improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the storm water management facilities, and any public sanitary or water facilities constructed by the Developer. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Vertical Datum of 1988 (NAVD 88). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department.

ARTICLE IV - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until (i) all applicable outstanding charges to be paid by Developer under the Municipal Code have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

Developer shall submit a written request to the Village Engineer for acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action and satisfaction of the conditions set forth in this Agreement, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 8.01 of this Agreement.

ARTICLE V - PAYMENT OF FEES

5.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village. A reasonable estimate of fees described herein has been provided by the Village to Developer and shall be included in the "Village Fee Schedule" attached hereto as Exhibit C. Final fees set to be paid by Developer shall not materially increase from the amounts shown on the Village Fee Schedule except as may result from a change in Developer's Plans.

5.02 DEVELOPMENT FEES.

(1) Impact Fees. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees shall consist of the following:

(a) Water: $832.00/REC.

(b) Fire: $0.63549/$1000 Building Cost.

(c) Police: $ 0.2809/$1000 Building Cost.

(2) Sewer Connection Fee. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer sewer connection fee that have been determined in accordance with Sec. 15.07 of the Municipal Code and Resolution No. 27-07. These fees shall consist of the following:

(a) Sewer Connection Fee: $4,919.00/REC.

(3) A REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of Building Permit issuance. One year following the issuance of the occupancy permit, Water and the Sewer Connection Fees paid hereunder shall be reviewed and adjusted based upon the average actual usage with a final settlement to be completed and payable within thirty (30) days of the completion of the review.

5.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the project to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10 (3) of the Municipal Code. The fee shall be calculated as follows:

- 2.25% of the first $250,000 of construction costs of public facilities/improvements; and
- 1.75% of the next $250,000 of construction costs of public facilities/improvements; and
- 1.25% of construction costs of public facilities/improvements which exceed $500,000.

The fee as calculated based upon the required improvements hereunder is as shown in Exhibit C.

5.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all reasonable professional (technical and legal) fees incurred by the Village solely in connection with the improvements constructed by Developer within the Property. The Village shall be reimbursed for reasonable engineering and inspection services, whether provided by a staff engineer or technician or designated employee or by a consultant, and shall also be reimbursed for reasonable services rendered by the Village Attorney.

5.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of

Geographic Information System data incurred by the Village in connection with this project.

5.06 DEVELOPMENT AGREEMENT REVIEW FEE. In accordance with Section 18.10(3) of the Municipal Code, the Developer shall pay a development agreement review fee of a minimum of $5,000.

ARTICLE VI - SPECIAL PROVISIONS

6.01 SEWER CONNECTIONS. Developer shall install sewer connections, grease interceptors and sampling manholes at the Property as required by Village code, however, any such connections, grease interceptors or sampling manholes associated with any specific building development shall not be the responsibility of Developer under this Agreement.

6.02 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property, including a wetlands delineation report. Approval of the subject development plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as shown on the approved plans, will not be allowed to grade, fill, or conduct any other type of development within seventy-five (75) feet of the high water mark of a navigable waterway or twenty-five (25) feet from a wetland, without first implementing appropriate shoreland protection measures and/or receipt of required approvals to conduct such work. A note regarding this restriction shall be placed on the Final Plat, if any.

ARTICLE VII - FINANCIAL GUARANTY

7.01 AMOUNT. Developer shall at the time of issuance of the initial building permit pay to the Village such funds as itemized in the Village Fee Schedule, in the form of a cash deposit or letter of credit, which shall assure the faithful performance of Developer's payment of such fees. The Village shall maintain these funds as security and upon an event of default by Developer pursuant to Section 9.02(1), the Village shall have the right to draw upon the security. Upon Developer's payment of any cost item set forth on the Village Fee Schedule, the Developer may request, and the Village so grant, a commensurate reduction in the cash deposit or letter of credit. The Village shall provide regular updates as to the balance of the funds. Upon final acceptance of the public improvements, there shall be a final settlement on the funds based upon actual costs, with any excess cash balance or the letter of credit instrument, as the case may be, promptly returned to Developer.

7.02 LIABILITY NOT RELEASED. All deposits given hereunder are security devices only which in no manner limit the liability of Developer to the Village, however arising and regardless of the amount.

7.03 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this financial guaranty, the Village reserves the right subject to the notice and cure requirements set forth in Section 9.02, to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the Property. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. As specifically related to Developer's obligations under this Agreement, this provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

7.04 REMEDIES. At the option of the Village and subject to the notice and cure requirements set forth in Section 9.02, a material breach of this Agreement shall result in the Village having the right to withhold the initial issuance of any and all occupancy permits until such breach is cured. In addition, subject to the notice and cure requirements set forth in Section 9.02, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property and/or draw upon the financial guaranty (whether certified check or letter of credit) to pay for the necessary cost for the Village to complete the public improvements in accordance with the Plans. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VIII - GUARANTEE AND INDEMNIFICATION

8.01 GUARANTEE OF IMPROVEMENTS. Developer's contractors shall guarantee all dedicated improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as delivered in Article IV of this Agreement. Developer's contractors shall repair or replace any such improvements as reasonably required by the Village Engineer to eliminate such defects and shall pay for the actual damages incurred by Village property directly resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

8.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of Developer, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Village, its employees, agents or contractors), in connection with Developer's performance of this Agreement. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after service of such suit upon the Village, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village. The Village shall indemnify and hold Developer harmless against and from any and all liability, judgments, costs and expenses incurred by Developer as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner

result from or arise in the course of, out of, or as a result of the negligence of the Village, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Developer, its employees, agents or contractors), in connection with the Village's performance of this Agreement. In every case where judgment is recovered against Developer and where notice of the pendency of the suit and an opportunity to defend the same has been given to the Village within ten (10) days after service of such suit upon Developer, the judgment shall be conclusive upon the Village, not only as to the amount of damages, but also as to its liability to Developer.

8.03 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, fines and penalties) resulting from or relating in any way to the presence of toxic or hazardous material or substances present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with this Agreement, provided that such materials or substances were likely present at the time of such dedication or conveyance; and, further provided, that such materials or substances exist on the Property because of the acts of Developer or Developer's contractors or employees. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

8.04 INDEMNIFICATION CLAIMS. Upon either the Village or Developer becoming aware of the occurrence of any event or the existence of any state of facts in respect of which such party has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

(1) The indemnified party shall provide the indemnifying party notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the indemnified party's failure to timely notify the indemnifying party shall not prevent or in any way impair recovery by such party unless the indemnifying party is materially prejudiced as a result of such failure;

(2) Subject to paragraphs (c) through (f) below, the indemnifying party diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(3) The indemnified party may at its own expense hire counsel or consultants to monitor the Claim;

(4) The indemnifying party shall not, without the prior written consent of the indemnified party, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(5) The indemnifying party shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the indemnified party, it fails to diligently defend, negotiate or settle such Claim. In the event that the indemnifying party has lost its right to defend, negotiate or settle any Claim: (i) the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the indemnifying party's cost and expense, to defend, negotiate and settle any Claim, and (ii) the indemnifying party shall pay such reasonable costs and expenses incurred by the indemnified party within twenty (20) days of receipt of written notice from the indemnified party;

(6) If the indemnifying party does not timely assume responsibility for any Claim, the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of the indemnifying party, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

8.05 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than $1,000,000.00.

(3) Property damage insurance having limits of not less than $500,000.00.

(4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

ARTICLE IX - TIME OF COMPLETION

9.01 COMPLETION DATE. Subject to the terms of this Agreement, Developer shall complete buildings or building of the Project, which shall include installation of utility service, construction of connections to the water utility and sanitary sewer system stormwater facilities, private road with a driveways, parking lots, landscaping berms, and

all other site work and improvements as may be required pursuant to the Developer's Plans for the Project, consistent with the schedule identified in Section 1.02. Each building shall be deemed completed upon a certificate of occupancy (whether the certificate is temporary, final, conditional or unconditional) being issued by the Village and the Village accepting the water and sanitary sewer main extensions in accordance with the terms of this Agreement.

9.02 DEFAULT.

(1) The occurrence of any one or more of the following events shall constitute a default by Developer:

(a) Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before fifteen (15) days following written notice of such failure; or

(b) Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

(c) Developer:

(i) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or

(ii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(iii) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(iv) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent,

and such receiver shall not be discharged within ninety (90) days after his appointment; or

(v) adopts a plan of complete liquidation of its assets.

(2) The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

(3) Upon the occurrence of any default by either party and following the notice requirements set forth above, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity.

(4) No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

(5) In the event of the default by either party, all reasonable fees, cost and expenses incurred by the nondefaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

9.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

ARTICLE X – NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) two business days following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, or (iv) upon transmission if by facsimile or email, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the Village:
Village of Germantown
ATTN: Steven Kreklow, Administrator
PO Box 337
N112 W17001 Mequon Road
Germantown, WI 53022
Email address: skreklow@village.germantown.wi.us

AND a copy to:
Brian C. Sajdak, Esq.
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132
Email address: brian@wrslegal.net

If to Developer:
Truck Country of Wisconsin, Inc.
Attn: Jason Grawe, CFO
501 Bell Street
Dubuque, Iowa 52001
Email Address: jasongrawe@truckcountry.com

AND a copy to:
O'Connor & Thomas, P.C.
Attn: Davin C. Curtiss, Esq.
1000 Main Street
Dubuque, Iowa 52001
Email Address:
dcurtiss@octhomaslaw.com

ARTICLE XI - GENERAL PROVISIONS

11.01 ORDINANCES AND REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. In the event any provision set forth in this Agreement is in conflict with any provision set forth in any other Village code or ordinance, this Agreement shall control.

11.02 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the

benefit of the purchaser of any building, lot or parcel of land within the Property.

11.03 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

11.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

11.05 OWNERSHIP. Developer certifies and warrants to the Village that as of the Effective Date (as defined below) of this Agreement it is the sole owner of the real estate that comprises the Property. Village hereby consents to the periodic transfer of certain parcels of the Property (to be created by approved certified survey maps(s)), to single-purpose entities controlled by Developer, for purposes of development of parcels within the Property and/or obtaining lender financing. Developer shall provide the Village written notice of such transfer and notwithstanding any such transfer, shall remain responsible for all Developer obligations as otherwise set forth herein.

11.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Developer as an authorized officer of the same.

11.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

11.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

11.09 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

11.10 REAL ESTATE TAXES. Developer agrees to timely pay or cause to be paid to the Village general property taxes assessed and levied by the Village in connection with the Project under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Developer further agrees that, until the closure of TID No. 8, it will not knowingly sell, lease, assign or otherwise transfer or convey any ownership interest in the Project to a person or entity that would directly result in the Property becoming exempt from general property taxation, nor otherwise use the Property in any manner that would cause all or a portion of the Property to be exempt from general property taxation unless the exempt entity or user first enters into a Payment in Lieu of Taxes (PILOT) Agreement with the Village upon such terms as are agreeable to the Village.

11.11 MEMORANDUM. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Washington County, Wisconsin, prior to the recording

of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached Exhibit E.

11.12 TERMINATION. This Agreement and all rights and obligations hereunder shall terminate upon the earlier to occur of (i) full performance by Developer and the Village of all of their respective obligations under this Agreement; and (ii) upon mutual termination of this Agreement by the Village and Developer. Upon such termination, the parties shall execute and record a termination of all Memorandum of Agreement(s) recorded against the Property.

11.13 TIME. Time is of the essence as to completion by the parties of their respective obligations and is a critical component in success of the Project and the District. The parties agree that all actions, approvals, and consents required herein, shall be acted upon promptly and with diligence, and shall not be unreasonably withheld, conditioned or delayed.

11.14 ASSIGNMENT. Prior to substantial completion of Building 2, this Agreement may not be assigned by the Developer without the Village's consent, which may be granted or withheld in the Village's sole discretion, provided, however, Developer may assign or partially assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the Village. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender(s) upon reasonable approval of the Village Attorney as to the form of the assignment. In the event that any such lender forecloses on its collateral and succeeds as Developer of the Property, the Village shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

11.15 EFFECTIVE DATE. This Agreement shall be binding on the Developer and deemed of full force and effect as of the date the Developer takes fee simple title to the Property and the Village takes fee simple title to the "public road" property described in Sec. 1.09 ("Effective Date"). In the event Developer and/or the Village does not close on the acquisition of the Property and public road property described in Sec. 1.09, respectively, this Agreement shall be null and void.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____day of _____, 2024.

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

TRUCK COUNTRY OF WISCONSIN, INC.

By: Jason Grawe

Personally came before me this 25th day of November, 2024, the above-named, -- Jason Grawe, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged that he executed the foregoing instrument in such capacity.

By: Kim Biba
Print Name: Kim Biba
Notary Public, State of ~~Wisconsin~~ Iowa
My Commission Expires: April 19, 2025

NOTARIAL SEAL IOWA
Kim Biba
Commission Number 831506
My Commission Expires
April 19, 2025

~~VILLAGE~~ OF GERMANTOWN

By
Dean Wolter, Village President

ATTEST:

By
~~Donna~~ Ott, Village Clerk

Per Village Board Approval: Dated_____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this 26 day of ~~<Month>~~ November 2024, the above-named, Dean Wolter, Village President, and Donna Ott, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation.

By Madeline J. Laufenberg
Print Name: Madeline J. Laufenberg
Notary Public, State of Wisconsin
My Commission Expires: 07/11/2028

Madeline J. Laufenberg
Notary Public, State of Wisconsin

Approved as to form:

Brian C. Sajdak, Village Attorney

EXHIBIT A

LEGAL DESCRIPTION

Property Address: N128 W21795 Holy Hill Road, Richfield, WI 53076

Property Description:
Lot 2 of Certified Survey Map (CSM) No. 6264, being a part of the West ½ of the Northwest ¼ of Section 18, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

EXHIBIT B-1

VILLAGE'S PLANS

(SEE ATTACHED)

EXHIBIT B-2

DEVELOPER'S PLANS

(SEE ATTACHED)

EXHIBIT C

VILLAGE FEE SCHEDULE FOR PROJECT

Truck Country Fee Schedule

	RATE	QTY	
Water Connection Fee ($832.00/REC)	$832.00	4.802	$3,995.26
Sanitary Sewer Connection Fee ($4,919.00/REC)	$4,919.00	4.802	$23,621.04
Development Agreement Review Fee	$5,000.00	1	$5,000.00
Police Impact Fee ($.2809/$1000 building cost)	$0.2809	11,000	$3,089.90
Fire Impact Fee ($.63579/$1000 building cost)	$0.63579	11,000	$6,993.69
		Total Due	$42,699.89

EXHIBIT E

MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number

Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the _____day of _____, 2024, by and between **Truck Country of Wisconsin, Inc.**, a Wisconsin limited liability company **("Developer")**, and the **VILLAGE OF GERMANTOWN,** a municipal corporation of Washington County, Wisconsin **("Village").**

Recording Area

Name and Return Address

PIN: _____

WITNESSETH:

WHEREAS, Developer and the Village entered into that certain Development Agreement dated _____, 2024 **("Development Agreement").** The full Development Agreement is available for inspection and copies can be obtained at the Village of Germantown Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Washington County, State of Wisconsin in order to place third parties on notice of the Development Agreement and the Developer's and the Village's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the Village hereby acknowledge as follows:

1. **PROPERTY.** The **"Property"** is land located in the Village of Germantown, Washington County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the Village with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. COUNTERPART SIGNATURES. This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER:

TRUCK COUNTRY OF WISCONSIN

By: _____
Name: Jason Crawe
Title: CFO

VILLAGE:

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest:

By: _____
Donna Ott, Village Clerk

STATE OF WISCONSIN)
) SS.
COUNTY)

Personally appeared before me this 25th day of November 2024, the above-named Jason Crawe, the CFO of Truck Country of Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Developer and by its authority.

_____
Notary Public State of ~~Wisconsin~~ Iowa
My commission expires: April 19, 2025

Kim Biba
Commission Number 831506
My Commission Expires
April 19, 2025

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally appeared before me this 26 day of November 2024, the above-named Dean Wolter and Donna Ott, Village President and Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: 07/11/2028

Madeline J. Laufenberg
Notary Public, State of Wisconsin

Document # **1471708**
WASHINGTON COUNTY WISCONSIN
05-14-2019 03:43 PM

Sharon A. Martin

SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **$30.00**

Pages: **24**

DEVELOPMENT AGREEMENT

DOCUMENT NO.

THIS AGREEMENT is entered into by and between the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County (the "Village"), and Ellaretee, LLC, a Wisconsin limited liability company ("Developer").

WHEREAS, Developer has a contractual right to purchase approximately 28.10 acres of vacant land located in the Village of Germantown, which is more fully described in the attached **Exhibit A** (the "Property"); and

WHEREAS, subject to the Village's providing the assistance set forth herein, Developer intends to develop the Property as a business park for office and light industrial uses to include two (2) individual buildings with an aggregate initial footprint up to approximately 200,000 sq. ft. (the "Project"); and

24

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Brian C. Sajdak, Esq.
Wesolowski, Reidenbach & Sajdak,S.C.
11402 W. Church St.
Franklin, WI 53132

GTNV 074987
Parcel Identification Number

WHEREAS, the Project will necessitate the expansion of the Village's roadway infrastructure and water and sanitary sewer facilities to serve the Property, including but not limited to, the installation of water and sanitary sewer mains, roadway improvements, and storm water facilities being as generally illustrated on plans approved by the Village on or about April 15, 2019 ("Developer's Plans"); and

WHEREAS, the Village may require that Developer make and install certain public improvements reasonably necessary and/or that Developer provide a certified check or irrevocable letter of credit to ensure that those improvements will be made within a reasonable time as provided herein; and further that the acceptance of dedication of these improvements by the Village may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, pursuant to Section 66.1105, Wis. Stat., the Village has established Tax Incremental District No. 8 ("District") which may be used to finance certain public works and improvements to service the Project pursuant to a Project Plan for the District (the "TID Project Plan"); and

WHEREAS, the Village has determined that to promote development, expand the tax base of the Village and to provide for job creation and retention, it is willing to provide some financial incentive to Developer to complete construction and commence operation of the Project; and

DEVELOPMENT AGREEMENT

DOCUMENT NO.

THIS AGREEMENT is entered into by and between the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County (the "Village"), and Ellaretee, LLC, a Wisconsin limited liability company ("Developer").

WHEREAS, Developer has a contractual right to purchase approximately 28.10 acres of vacant land located in the Village of Germantown, which is more fully described in the attached **Exhibit A** (the "Property"); and

WHEREAS, subject to the Village's providing the assistance set forth herein, Developer intends to develop the Property as a business park for office and light industrial uses to include two (2) individual buildings with an aggregate initial footprint up to approximately 200,000 sq. ft. (the "Project"); and

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WHEREAS, the Village may require that Developer make and install certain public improvements reasonably necessary and/or that Developer provide a certified check or irrevocable letter of credit to ensure that those improvements will be made within a reasonable time as provided herein; and further that the acceptance of dedication of these improvements by the Village may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, pursuant to Section 66.1105, Wis. Stat., the Village has established Tax Incremental District No. 8 ("District") which may be used to finance certain public works and improvements to service the Project pursuant to a Project Plan for the District (the "TID Project Plan"); and

WHEREAS, the Village has determined that to promote development, expand the tax base of the Village and to provide for job creation and retention, it is willing to provide some financial incentive to Developer to complete construction and commence operation of the Project; and

WHEREAS, Developer has provided financial information sufficient to demonstrate to the Village Board that Developer requires financial assistance in order for the construction and operation of the Project to be financially viable within a reasonable time frame; and

WHEREAS, prudent fiscal management by the Village requires that a financial incentive to the Developer be provided with appropriate assurances to the Village that the Project will be developed substantially as presented to the Village; and

WHEREAS, the Village and Developer acknowledge and agree that a high quality development is necessary in order to ensure that the District is successful and pays its costs solely from the increment generated by development within the District without resorting to general fund tax dollars; and

WHEREAS, the Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the Project through application of the Municipal Code of Germantown (the "Municipal Code") and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these recitals, which are hereby made a part of this Agreement, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – DEVELOPER OBLIGATIONS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as otherwise provided herein, design and install the public improvements on the Property required by the Village including those improvements required by Sec. 18.08 of the Municipal Code, all as shown on and to be constructed in accordance with the provisions of the Developer's Plans and as more specifically described herein ("Developer Obligations"). It is the intent of this Agreement that the Developer Obligations shall be constructed on the Property, in a good and workmanlike manner by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement to be installed by Developer or the Village are deemed to be undertaken for a public (not a private) purpose.

1.02 BUSINESS PARK IMPROVEMENTS. Developer shall generally prepare the Property for use as a business park to include site grading and the installation of internal roads and water, sanitary sewer, storm water and other utilities, except to the extent the same are the Village's responsibility hereunder, as is more fully described herein. Additionally, Developer shall undertake initial development within the business park by constructing an approximately 100,000 sq. ft. building with a minimum assessed value including the real estate thereunder of $6.8 million to be commenced not later than June 30, 2019, and substantially completed not later than June 30, 2020 ("Building 1").

1.03 WATER SUPPLY FACILITIES. Except to the extent the same are the Village's obligation pursuant to Article II below, Developer shall design and submit to the Village Engineer

for approval all proposed plans, specifications and contract documents for all water supply facilities serving Building 1 before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to reasonably require document revisions and modifications in the best interests of the Village. All such water supply facilities that are to be dedicated to the Village ("Developer Water Supply Facilities") shall be contained in Village right-of-way or a utility easement dedicated to the Village. Any such utility easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to the reasonable review and approval by the Village Engineer and the Village Attorney. Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 SANITARY SEWERAGE FACILITIES. Except to the extent the same are the Village's obligation pursuant to Article II below, Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all sanitary sewer facilities serving Building 1 before authorization for construction will be given, in accordance with Sec. 18.08(7) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to reasonably require document revisions and modifications in the best interests of the Village. All such sanitary sewerage facilities that are to be dedicated to the Village ("Developer Sanitary Sewerage Facilities") shall be contained in Village right-of-way or a utility easement dedicated to the Village. Any such utility easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to the reasonable review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.05 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone and/or other similar telecommunications facilities, and natural gas facilities to be installed on the Property. All such services shall be located underground in accordance with applicable codes.

1.06 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may reasonably require or direct pursuant to Sec. 17.441 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

(1) Developer shall file and comply with an erosion control plan.

(2) Developer is required to obtain an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire project and until the vegetation has sufficient growth to control the run-off as shall be reasonably

determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be reasonably determined by the Village's engineering staff.

(3) Developer shall promptly undertake topsoiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales, all in accordance with the Developer's Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper, as deemed reasonably necessary by the Village Building Inspector, Engineer and/or their assignees. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Developer shall remit payment within thirty (30) days of receipt of such invoice(s). Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

(5) Developer shall maintain all vegetation on undeveloped parcels and within drainage areas in a neat, orderly and weed-free appearance.

1.07 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval private storm water drainage facilities ("Storm Water Facilities") adequate to accommodate expected surface water flow within and through the Property, in accordance with Sec. 18.08(10) of the Municipal Code and Chapter 13 of the Milwaukee Metropolitan Sewerage District rules.

(1) Except as provided in Section 1.10(2), Developer agrees that it shall be responsible for the perpetual maintenance of the Storm Water Facilities located on the Property. The Storm Water Facilities shall be maintained in the future according to the same performance standards to which they were constructed pursuant to Section 18.08(10) of the Municipal Code, namely, that they accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

(2) All Storm Water Facilities shall be installed in an easement and/or located in a designated future outlot parcel provided for the benefit of all owners of property within the Project.

1.08 LANDSCAPING. Developer shall complete all landscaping in accordance with the landscaping plans to be filed with and approved by the Village and seeding, matting/mulching or sodding of the Village right-of-way to be constructed by Developer pursuant to Section 1.09

below, to the extent shown on the Developer's Plans, all to be completed prior to acceptance of the improvements by the Public Works Committee. Acceptance of the improvements by the Public Works Committee will not be delayed where landscaping would be completed but for adverse weather conditions or seasonality impacting completion. Any delay in completion due to adverse weather or seasonality shall not relieve Developer of the obligation to promptly complete the landscape improvement when weather permits.

1.09 STREET IMPROVEMENTS. Developer shall design and submit to the Village Engineer for approval all Developer's Plans, specifications and contract documents for all private street improvements within the Property before authorization for construction will be given. This shall include those improvements to streets abutting the development in accordance with Sec. 18.08(15) of the Municipal Code, as the same are shown on Developer's Plans. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. Included in these requirements is the installation of street lighting and traffic signage in accordance with the approved plans.

Developer shall design, obtain permitting for and construct the public roadway to serve the Property, as approximately depicted as on Developer's Plans, which road shall extend approximately 500 feet north of Holy Hill Road and shall intersect Holy Hill Road at such location as determined by Developer and as reasonably approved by the Village Engineer ("Public Road").

1.10 ADDITIONAL REQUIREMENTS.

(1) Developer shall not convey title to any developable parcel of real estate within the Property, to any unrelated third party or unrelated entity without creating and recording protective covenants that have been reasonably approved by Village staff and legal counsel (the "Protective Covenants"), which in substance shall generally be consistent with the applicable Village ordinances in existence as of the date hereof. The Protective Covenants shall provide they may not be materially amended without the prior written consent of the Village which shall not be unreasonably withheld or delayed. Application of this Section 1.10 specifically excludes the creation of easements or other dedications necessary or desirable for development and access purposes, and dedications to the Village, from the requirement to record Protective Covenants.

(2) Developer may create a nonprofit business park association (the "Business Park Association") to serve as an association of owners of land within the Project, subject to the terms and conditions of the Protective Covenants. The Protective Covenants will provide that no building or other improvement may be erected without the prior written approval of the Business Park Association review board. Under the Protective Covenants, the Developer may assign the Developer's responsibility under Section 1.07(1) to the Business Park Association under such terms as the Village reasonably deems necessary to ensure appropriate and adequate maintenance of the Stormwater Facilities.

(3) The buildings and improvements to be constructed on the Property and their uses shall be in compliance with all applicable zoning provisions of the Municipal Code. The establishment of the District shall not obligate the Village to grant conditional uses or variances.

ARTICLE II – VILLAGE OBLIGATIONS

2.01 PUBLIC UTILITY EXTENSIONS. The Village, entirely at its own expense as a project cost of the District, shall design, construct and install a public water main and public sanitary sewer main and related infrastructure (the "Public Water Infrastructure" and "Public Sanitary Sewer Infrastructure," respectively) to connect the same from the mains located in the public roadway known as "Holy Hill Road" and extend the same north through the easements and the Public Road to the northern property line of the Property as shown on Developer's Plans. The design and construction of the Public Water Infrastructure and Public Sanitary Sewer Infrastructure shall be done pursuant to plans prepared by the Village and shall be sufficient to serve and accommodate the completed full development of industrial and/or office use buildings to be located within the Project. The Village shall commence this construction not later than June 1, 2019, and complete the Public Water Infrastructure and Public Sanitary Sewer Infrastructure, including appropriate testing, inspection and completion of "punch-list" items, ready and available for connection to Developer's utility work, no later than October 1, 2019.

2.02 FINANCING. In order to finance the Village's obligations hereunder and under the TID Project Plan (the "TID Obligations"), the Village may issue bonds, notes or other debt instruments of its choice (the "Bonds"). It is intended that the principal and interest on the Bonds be paid from tax incremental revenues generated from the Property as it is developed and other real estate located within the District, and/or capitalized interest available under the Bonds, in accordance with Wis. Stat. § 66.1105. The Bonds issued to finance the TID Obligations shall be in an amount adequate to finance all costs for such the TID Obligations. The Village shall not assess the Property, nor charge Developer or any subsequent owner of any parcel of the Property, any "impact" or other assessment or fees which have the effect of (a) reimbursing the Village for improvements financed by the Bonds, or (b) paying the Village for municipal services provided to the District on a different basis than similar services supplied to other land in the Village; provided, however, that following completion of the TID Obligations, the Village may specially assess land in the District for subsequent repairs and replacements to the public improvements installed as part of the TID Obligations to the same extent and in the same manner that the Village assesses for repair or replacement of any other municipal improvement upon similar real estate within the Village. The preceding sentence shall not prevent the Village from requiring the payment of (i) general real estate tax assessments, (ii) utility reserve capacity assessments (RCAs), hook-up fees and service charges, and (iii) any other similar "impact" fees or other assessments, fees or charges, as long as they apply consistently to all land in the Village.

ARTICLE III - CONSTRUCTION

3.01 GENERALLY. Except as otherwise provided herein, Developer, entirely at its own expense, shall construct and install all public improvements on the Property contemplated by this Agreement which shall be installed by the Developer in accordance with the Developer's Plans and shall provide all plans, specifications and other documents to the Village in accordance with

Sec. 18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec. 18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement, but prior to completion, of Developer's work hereunder, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer has provided the Village with a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction, it being acknowledged that the Village and Village Engineer have approved the starting date and schedule. A pre-construction meeting shall be scheduled between Developer, its contractors and the Village prior to commencement of construction of the public improvements to be constructed by Developer. Developer shall, prior to such meeting related to the Developer's construction of public improvements, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

3.02 OCCUPANCY PERMITS. No occupancy permits under Chapter 14 of the Municipal Code shall be issued until the Public Water Infrastructure and Sanitary Sewer Infrastructure are completed by the Village and the Developer Water Supply Facilities and Developer Sanitary Sewer Facilities are completed by Developer and have been inspected by the Village utilities and approved by the Village Engineer, all record-drawings have been filed with the Village and approved by the Village Engineer in accordance with Section 3.05 below, and all other public improvements required by this Agreement are installed and accepted by the Public Works Committee unless otherwise agreed to by Village staff.

3.03 REQUIRED PLANS. Developer shall submit to the Village Engineer for approval all of Developer's Plans, profiles and specifications required by Sec. 18.09(3) of the Municipal Code. Required plans for improvements shall include the following:

(1) Site grading plan; and

(2) Water main and storm sewer record-drawings, including plans for the sanitary sewer for all work required to be performed by Developer; and

(3) Erosion and sedimentation controls.

In addition, Developer shall submit to the Village Engineer for approval all specifications for work to be performed by Developer hereunder before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require reasonable document revisions and modifications to conform to the Municipal Code.

3.04 EXISTING FLORA. Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses located within and on the berm along the northern edge of the Property and within the

wetland areas which are protected and retained (e.g., those for which a fill permit or other permit has not been granted). Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

3.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance (as defined below) of the public improvements to be constructed by Developer hereunder, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main and fire hydrant lead and storm water management facilities. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all public improvements constructed by Developer. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department.

ARTICLE IV - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements constructed by Developer will not be accepted by the Village until (i) all applicable outstanding charges to be paid by Developer under the Municipal Code have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

Developer shall submit a written request to the Village Engineer for acceptance of the public improvements. The Village Engineer will order an inspection of the public improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action and satisfaction of the conditions set forth in this Agreement, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee and upon written request by Developer, the Village shall accept the public improvements (the "Final Acceptance"). The acceptance of the Developer-constructed public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 8.01 of this Agreement.

ARTICLE V - PAYMENT OF FEES

5.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay pursuant to Sec. 18.10 of the Municipal Code in connection with the development of the Property. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being

billed by the Village. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village. A reasonable estimate of fees described herein has been provided by the Village to Developer and shall be included in the "Village Fee Schedule" attached hereto as Exhibit B. Final fees set to be paid by Developer shall not materially increase from the amounts shown on the Village Fee Schedule except as may result from a change in Developer's Plans.

5.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees shall consist of the following:

(1) Water:	$832.00/REC.
(2) Fire Protection:	$0.63549/$1000 Building Cost.
(3) Police Protection Facilities:	$ 0.2809/$1000 Building Cost.
(4) Sewer Connection Fee	$4,192.00/REC.

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of Building Permit issuance. One year following the issuance of the occupancy permit, Water and the Sewer Connection Fees paid hereunder shall be reviewed and adjusted based upon the average actual usage with a final settlement to be completed and payable or refunded within thirty (30) days of the completion of the review.

5.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the Project to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec. 18.10 (3) of the Municipal Code. The fee shall be calculated as follows:

2.25% of the first $250,000 of construction costs; and
1.75% of the next $250,000 of construction costs; and
1.25% of construction costs which exceed $500,000.

The Engineering Department shall charge a minimum fee of $5,000 for a fee as per Section 18.10(3) of the Municipal Code for review of this Development Agreement. The fee as calculated based upon the required improvements hereunder is as shown in Exhibit B.

5.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Secs. 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all reasonable professional (technical and legal) fees incurred by the Village solely in connection with the public improvements to be constructed by Developer on the Property. The Village shall be reimbursed

for reasonable engineering and inspection services, whether provided by a staff engineer or technician or designated employee or by a consultant, and shall also be reimbursed for reasonable services rendered by the Village Attorney.

5.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this project.

ARTICLE VI - SPECIAL PROVISIONS

6.01 SEWER CONNECTIONS. Sewer connections, grease interceptors and sampling manholes at the Property as required by the Municipal Code, shall be installed as required on the Property in connection with the development of the Project, however, any such connections, grease interceptors or sampling manholes associated with any specific building development shall not be the responsibility of Developer under this Agreement.

6.02 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property, including a wetlands delineation report. Approval of the subject development plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as shown on the approved plans, will not be allowed to grade, fill, or conduct any other type of development within seventy-five (75) feet of the high water mark of a navigable waterway or twenty-five (25) feet from a wetland, without first implementing appropriate shoreland protection measures and/or receipt of required approvals to conduct such work. A note regarding this restriction shall be placed on the Final Plat, if any.

6.03 OTHER UTILITIES. The Village and Developer understand that the general Germantown area, including the Property, may experience insufficient capacity in the future for gas and electric utility service as a result of existing use and new development in the general Germantown area. Both the Village and Developer understand that certain gas and electric service utilities may require system upgrades to service the general Germantown area (including the Property). If utility service system upgrades are necessary for the development of improvements on any of the Property parcels, the Village and the Developer agree to work in good faith to determine fair and reasonable solutions to fund such utility service system upgrades, each party acknowledging that such solutions may involve other third parties with a vested interest in the potential utility system upgrade(s).

ARTICLE VII - FINANCIAL GUARANTY

7.01 AMOUNT. Developer shall deposit with the Village a certified check or provide an irrevocable letter of credit ("Financial Guaranty") which shall assure the faithful performance of Developer Obligations for construction of the Public Road, Developer Water Supply Facilities and the Developer Sanitary Sewer Facilities (collectively, the "Developer Constructed Public Facilities") under this Agreement. The Village may in its sole discretion, following Developer's request and acceptance by the Village Public Works Committee of some but not all of the

Developer Constructed Public Facilities constructed as part of this Agreement, reduce the Financial Guaranty to the amount estimated by the Village Engineer (in a manner consistent with the Municipal Code) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the Financial Guaranty be reduced below the aggregate total estimated cost of the Developer Constructed Public Facilities not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the Financial Guaranty. The termination date of the letter of credit, if applicable, following acceptance by the Village shall be no earlier than one year following the date the Village issued permits for the Developer Constructed Public Facilities. If the Developer Constructed Public Facilities are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide the Financial Guaranty shall be extended through the completion of the work and its inspection and acceptance and dedication by the Village. After construction and completion of the Developer Constructed Public Facilities and acceptance of the same by the Village Public Works Committee, the Financial Guaranty will be reduced to 10% of the actual cost of construction for a period of one (1) year after dedication and acceptance of the Developer Constructed Public Facilities (the "Guaranty Period)). In the event the original Financial Guaranty would, by its terms, expire prior to the end of the Guaranty Period, or if the Guaranty Period is extended due to repairs of defects as provided in Sec 8.01, a new Financial Guaranty shall be issued to cover the remaining Guaranty Period in an amount equal to 10% of actual original construction costs for the Developer Constructed Public Facilities subject to the Guaranty Period.

7.02 FORM. The form of any letter of credit shall be reasonably approved by the Village Attorney prior to acceptance of the letter of credit by the Village as satisfying Developer's obligation as provided in Section 7.01 above. The letter of credit shall provide that it may be drawn upon only by the Village to guaranty to the Village the performance by Developer of Developer Obligations related to the Developer Constructed Public Facilities under this Agreement. The letter of credit shall be from a local lending institution, in the form of an irrevocable standby letter of credit and auto renewable.

7.03 LIABILITY NOT RELEASED. All deposits given hereunder are security devices only which in no manner limit the liability of Developer to the Village, however arising and regardless of the amount.

7.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by the Financial Guaranty, the Village reserves the right subject to the notice and cure requirements set forth in Section 9.02, to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the Property. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. As specifically related to Developer Obligations related to the Developer Constructed Public Facilities under this Agreement, this provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

7.05 REMEDIES. At the option of the Village and subject to the notice and cure requirements set forth in Section 9.02, a material breach of this Agreement by Developer shall

result in the Village having the right to withhold the initial issuance of any and all occupancy permits until such breach is cured. In addition, subject to the notice and cure requirements set forth in Section 9.02, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the portion of the Property then owned by Developer and/or draw upon the Financial Guaranty (whether certified check or letter of credit) to pay for the necessary cost for the Village to complete the Developer Constructed Public Facilities in accordance with the Developer's Plans. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

7.06 ESTIMATED ASSESSED VALUE. Developer estimates that as of January 1, 2021, the equalized value of Building 1 of the Project will be not less than $6.8 million, and Developer agrees not to challenge any equalized assessed value of Building 1 up to $6.8 million for the calendar year commencing on January 1, 2021, absent manifest error or mistake. If the Village performs all of its obligations under this Agreement and Building 1 of the Project fails to timely reach the equalized assessed value specified above or if, on or after January 1, 2021, Developer successfully challenges and causes a reduction of the assessed value of Building 1 below the specified assessed value, then Developer shall pay to the Village an amount equal to the amount of the general property taxes that would have been due for Building 1, multiplying the Village's then current mill rate by the specified assessed value(s), less the amount of taxes actually paid for the building(s) (the "Differential Amount"), by way of the Village increasing the real estate tax bill amount in the same amount as the Differential Amount. Developer's obligations under this paragraph upon any default shall be collectible as general property taxes and any such delinquent amount shall constitute a lien upon Building 1 as and in the same method, manner, status and legal existence as levied taxes are a lien pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627. Developer's responsibility or obligation for any Differential Amount hereunder shall run with the land, and upon the conveyance of title to Building 1, shall become the obligation and responsibility of any respective successor owner(s) of Building 1, and Developer shall be released from any further obligation. Any responsibility or obligation of Developer under this Agreement shall also terminate upon the closure of TID No. 8. The language of this Section 7.05 notwithstanding, the Developer, its successors and assigns, shall have no obligation for any deemed Differential Amount in the case where the equalized assessed value drops below $6.8 million due to a Force Majeure or casualty event, if the assessed value for the balance of the Property is sufficient to not cause a material impact to the overall financial health of the District at the time of the subject Force Majeure or casualty event. In the event that Wisconsin law changes with respect to the method of assessment for Building 1, the parties agree to negotiate in good faith as necessary to effectuate the purpose of this paragraph.

ARTICLE VIII - GUARANTEE AND INDEMNIFICATION

8.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee all dedicated Developer Constructed Public Facilities against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as delivered in Article IV of this Agreement. Developer shall repair or replace any such improvements as reasonably required by the Village Engineer to eliminate such defects and shall pay for the actual damages incurred by Village property directly resulting from such defects. Each repair or

replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

8.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, neglect or negligence of Developer, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Village, its employees, agents or contractors), in connection with Developer's performance of this Agreement. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after service of such suit upon the Village, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village. The Village shall indemnify and hold Developer harmless against and from any and all liability, judgments, costs and expenses incurred by Developer as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence or willful misconduct of the Village, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Developer, its employees, agents or contractors), in connection with the Village's performance of this Agreement. In every case where judgment is recovered against Developer and where notice of the pendency of the suit and an opportunity to defend the same has been given to the Village within ten (10) days after service of such suit upon Developer, the judgment shall be conclusive upon the Village, not only as to the amount of damages, but also as to its liability to Developer.

8.03 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, fines and penalties) resulting from or relating in any way to the presence of toxic or hazardous material or substances present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with this Agreement, provided that such materials or substances were likely present at the time of such dedication or conveyance; and, further provided, that such materials or substances exist on the Property because of the acts of Developer or Developer's contractors or employees. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

8.04 INDEMNIFICATION CLAIMS. Upon either the Village or Developer becoming aware of the occurrence of any event or the existence of any state of facts in respect of which such party has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

(1) The indemnified party shall provide the indemnifying party notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the indemnified party's failure to timely notify the indemnifying party shall not prevent or in any way impair recovery by such party unless the indemnifying party is materially prejudiced as a result of such failure;

(2) Subject to paragraphs (c) through (f) below, the indemnifying party diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(3) The indemnified party may at its own expense hire counsel or consultants to monitor the Claim;

(4) The indemnifying party shall not, without the prior written consent of the indemnified party, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(5) The indemnifying party shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the indemnified party, it fails to diligently defend, negotiate or settle such Claim. In the event that the indemnifying party has lost its right to defend, negotiate or settle any Claim: (i) the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the indemnifying party's cost and expense, to defend, negotiate and settle any Claim, and (ii) the indemnifying party shall pay such reasonable costs and expenses incurred by the indemnified party within twenty (20) days of receipt of written notice from the indemnified party;

(6) If the indemnifying party does not timely assume responsibility for any Claim, the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of the indemnifying party, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

8.05 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than $1,000,000.00.

(3) Property damage insurance having limits of not less than $500,000.00.

(4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

ARTICLE IX – COMPLETION AND DEFAULT

9.01 COMPLETION DATE. The work required by this Agreement shall be completed by Developer not later than June 30, 2020 except as may otherwise be provided in Section 1.02.

9.02 DEFAULT.

(1) The occurrence of any one or more of the following events shall constitute a default by Developer:

(a) Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before fifteen (15) days following written notice of such failure; or

(b) Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

(c) Developer:

(i) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or

(ii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(iii) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(iv) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or

(v) adopts a plan of complete liquidation of its assets.

(2) The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

(3) Upon the occurrence of any default by either party and following the notice requirements set forth above, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity.

(4) No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

(5) In the event of the default by either party, all reasonable fees, cost and expenses incurred by the nondefaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

9.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

ARTICLE X – NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) two business days following deposit with a nationally recognized

overnight commercial carrier that will certify as to the date and time of delivery, or (iv) upon transmission if by facsimile or email, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the Village:	Village of Germantown ATTN: Steven Kreklow, Administrator PO Box 337 N112 W17001 Mequon Road Germantown, WI 53022 Email address: skreklow@village.germantown.wi.us
AND a copy to:	Brian C. Sajdak, Esq. Wesolowski, Reidenbach & Sajdak, S.C. 11402 W. Church St. Franklin, WI 53132 Email address: brian@wrslegal.net
If to Developer:	Ellaretee, LLC ATTN: Mike Esser W141 N9240 Fountain Blvd. Menomonee Falls, WI 53051 Email address: michael.esser@dielectriccorp.com
AND a copy to:	Godfrey & Kahn, S.C. ATTN: Matthew V. Munro 833 E. Michigan, Suite 1800 Milwaukee, WI 53202

ARTICLE XI - GENERAL PROVISIONS

11.01 APPROVALS, ORDINANCES AND REGULATIONS. All provisions of Village Approvals and the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. In the event any provision set forth in this Agreement is in conflict with any provision set forth in any other Village code or ordinance, this Agreement shall control.

11.02 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any building, lot or parcel of land within the Property.

11.03 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

11.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

11.05 OWNERSHIP. Developer certifies and warrants to the Village that as of the Effective Date (as defined below) of this Agreement it is the sole owner of the real estate that comprises the Property.

11.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Developer as an authorized officer of the same.

11.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

11.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

11.09 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Municipal Code, or any statute or regulation governing the improvements.

11.10 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

11.11 REAL ESTATE TAXES. Developer agrees to timely pay or cause to be paid to the Village general property taxes assessed and levied by the Village in connection with the Project under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Developer further agrees that, until the closure of TID No. 8, it will not knowingly sell, lease, assign or otherwise transfer or convey any ownership interest in the Project to a person or entity that would directly result in the Property becoming exempt from general property taxation, nor otherwise use the Property in any manner that would cause all or a portion of the Property to be exempt from general property taxation unless the exempt entity or user first enters into a Payment in Lieu of Taxes (PILOT) Agreement with the Village upon such terms as are agreeable to the Village.

11.12 TIME. Time is of the essence as to completion by the parties of their respective obligations, and is a critical component in success of the Project and the District. The parties agree that all actions, approvals, and consents required herein, shall be acted upon promptly and with diligence, and shall not be unreasonably withheld, conditioned or delayed.

11.13 ASSIGNMENT. This Agreement which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village provided, however, Developer may assign or partially assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the Village. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender(s) upon reasonable approval of the Village Attorney as to the form of the assignment. In the event that any such lender forecloses on its collateral and succeeds as Developer of the Property, the Village shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

11.14 RECORDING. A copy of this Agreement shall be recorded in the Office of the Register of Deeds for Washington County, Wisconsin.

11.15 EFFECTIVE DATE. This Agreement shall be binding on the Developer and deemed of full force and effect as of the date the Developer takes fee simple title to the Property ("Effective Date"). In the event Developer does not close on the acquisition of the Property, this Agreement shall be null and void.

11.6 TERM. Except as otherwise provided herein, the term of this Agreement (the "Term") shall begin as of the Effective Date and shall continue until upon the closure of TID No. 8, and upon termination of this Agreement, all obligations of the parties hereunder shall terminate, except for the indemnification requirements under Sections 8.02 and 8.03.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this 14 day of May, 2019.

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

ELLARETEE, LLC

By: _____
Michael Esser, Jr., Authorized Signor

STATE OF WISCONSIN)
) SS
Waukesha COUNTY)

Personally came before me this 14 day of May, 2019, the above-named, Michael Esser, Jr., as the authorized signor of Ellaretee, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged that he executed the foregoing instrument in such capacity.

By: _____
Print Name: Julie Babich
Notary Public, State of Wisconsin
My Commission Expires: 5/6/23

JULIE BABICH NOTARY PUBLIC STATE OF WISCONSIN

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President

ATTEST:

By _____
Deanna Braunschweig, Village Clerk

Per Village Board Approval: Dated May 6, 2019

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this 10th day of May, 2019, the above-named, Dean Wolter, Village President, and Deanna Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation.

By _____
Print Name: Brian C. Sajdak
Notary Public, State of Wisconsin
My Commission ~~Expires~~: is permanent

Approved as to form:

_____
Brian C. Sajdak, Village Attorney

EXHIBIT A

LEGAL DESCRIPTION

Lot One (1) of CERTIFIED SURVEY MAP NO. 5959, recorded in the Washington County Registry on October 20, 2005 in Volume 44 of Certified Survey Maps on pages 75-78, as Document No. 1106265, and as corrected by Affidavit of Correction, recorded in said Register's Office on January 12, 2006, as Document No. 1115133 and being part of the Northeast 1/4 of the Southeast 1/4 and the. Southeast 1/4 of the Southeast l/4, Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Tax Key No. GTNV 074987
W204 N12839 Goldendale Road, Richfield, Wisconsin 53076.

EXHIBIT B

VILLAGE FEE SCHEDULE FOR PROJECT

(see attached)

20411514.6

EXHIBIT "B"

ELLARETEE, LLC

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT	
Survey Monuments	1.02	$500.00	#
Grading (R.O.W. & Ponds)	1.09 & 1.07	$60,000.00	#
Gravel Base and Asphalt Pavement	1.09	$70,000.00	#
Asphalt Surface Coarse	1.09	$0.00	#
Concrete Curb & Gutter	1.09	$20,000.00	#
Sidewalks / Walk Paths	N/A	$0.00	
Sanitary Sewer System	1.04	$0.00	#
Water System	1.03	$0.00	#
Storm Sewer	1.07	$50,000.00	#
Underground Utilities	1.05	$0.00	
Street Lights	1.09	$30,000.00	#
Street Signs	1.09	$2,000.00	#
Erosion Control	1.06	$6,000.00	
Storm Water System, Pond & Drainage	1.07	$15,000.00	
Permanent Barricades	1.13	$0.00	#
SUB-TOTAL		**$253,500.00**	
DATA Conversion Fee (record drawings)	5.05	$1,000.00	*
Improvement Review Fee: (Based on $232,500.00)	5.03	$5,231.25	*
Professional Fee (Attorney)	5.04	$5,000.00	*
Inspection Fee (Estimate based on construction time)	5.04	$15,000.00	*
SUB-TOTAL		**$26,231.25**	

DIELECTRIC BUILDING (Estimated Value @ $6.75 mil)

IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE

Sanitary Sewer (5.81 REC @ $4,192 / REC)	5.02	$24,355.52	**
Water (5.81 REC @ $832 / REC)	5.02	$4,833.92	**
Fire (0.63549/$1000 Bldg Cost)	5.02	$4,289.56	**
Police (0.2809/$1000 Bldg Cost)	5.02	$1,896.08	**
Park & Recreation	5.02	n/a	**
Library	5.02	n/a	**
SUB-TOTAL		$35,375.07	
TOTAL (Letter of Credit Amount)		**$253,500.00**	

* Amount to be Paid at Time of Signing of Development Agreement	**$26,231.25**
** Amount to be Paid at Time of Dielectric Corporation Building Permit Issuance	**$35,375.07**
# Items used in calculation of (public) Improvement Review Fee	**$232,500.00**

INTERGOVERNMENTAL AGREEMENT
BETWEEN WASHINGTON COUNTY AND THE VILLAGE OF GERMANTOWN

RELATING TO FLAMINGO MARINE, INC. IMPACT INCENTIVE LOAN AND TID #8 MUNICIPAL REVENUE OBLIGATION

THIS AGREEMENT is entered into by and between Washington County, Wisconsin (hereinafter "COUNTY") and the Village of Germantown, Wisconsin (hereinafter "VILLAGE") and shall be effective as of the latest signature date set forth below.

RECITALS

A. Flamingo Marine, Inc., a Wisconsin corporation (formerly Flamingo Electric Inc.) (hereinafter "BORROWER") is an advanced manufacturing start-up engaged in the design, engineering, and production of next-generation pontoon boats, propulsion systems, and related marine components.

B. The BORROWER intends to acquire equipment and complete tenant improvements necessary to establish a new, purpose-built manufacturing facility within the VILLAGE (hereinafter the "PROJECT").

C. The PROJECT is anticipated to generate significant public benefits, including the creation of approximately 115 new family-sustaining full-time jobs over the next five years and an estimated $15 million of new private capital investment in the VILLAGE.

D. The VILLAGE previously created Tax Incremental District No. 8 (hereinafter "TID #8"), which is currently generating tax increment revenue.

E. The VILLAGE and COUNTY recognize that the PROJECT will promote economic development, reestablish marine manufacturing employment in Germantown, inject new dollars into the county economy through largely export-oriented products, and serve as a catalyst for additional private investment within and around TID #8, increasing the potential for accelerated closure of TID #8.

F. The COUNTY has contracted with the Washington County Economic Development Corporation (hereinafter "EDWC") to administer Washington County's Impact Loan Fund Program and act on its behalf for the transactions contemplated by this Agreement and related matters.

G. EDWC, on behalf of the COUNTY, has underwritten and the COUNTY has approved an Impact Loan Fund incentive commitment to the BORROWER in the form of a forgivable term note in the original principal amount of

$750,000 (hereinafter the "COUNTY NOTE"), subject to the execution of mutually acceptable loan documentation.

H. The COUNTY NOTE will bear interest at a fixed rate of 4.00% per annum and will amortize over a term aligned with the remaining life of TID #8, with scheduled debt service commencing immediately upon closing.

I. Notwithstanding the foregoing, during the initial three-year period following loan closing (the "PERFORMANCE PERIOD"), no principal or interest payments shall be required from the BORROWER, and all scheduled debt service will be paid exclusively from tax increment revenues generated by TID #8, as a Municipal Revenue Obligation payable to the COUNTY pursuant to this Agreement.

J. Following the conclusion of the PERFORMANCE PERIOD, EDWC will assess the BORROWER's performance relative to the key public benefits and determine the portion of the COUNTY NOTE eligible for forgiveness pursuant to the performance framework set forth in Exhibit B.

K. Any portion of the COUNTY NOTE that is forgiven shall remain the obligation of TID #8 through its Municipal Revenue Obligation for the remainder of the amortization period. Any portion not forgiven (the "REMAINING PRINCIPAL BALANCE") shall become the direct repayment obligation of the BORROWER and will amortize over a fixed ten (10) years.

L. The parties agree that the PROJECT and the associated public benefits represent an important benefit to the public, and, therefore, entering into this Agreement to implement the repayment mechanism contemplated herein is appropriate and serves a public purpose.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and obligations herein set forth, and other good and valuable consideration, receipt or sufficiency of which is hereby acknowledged, it is mutually agreed between the PARTIES as follows:

1. Incorporation of Recitals

The above recitals are incorporated into and made a part of this Agreement by this reference. To the extent that any recital conflicts with any paragraph below, the paragraph below shall control.

2. Conditions Precedent

a. Effective Date; Conditions to Performance. This Agreement shall be effective upon execution by the COUNTY and the VILLAGE. Notwithstanding the foregoing, the obligations of the COUNTY and the

VILLAGE to perform under this Agreement (including, without limitation, the payment and administration mechanics contemplated herein) are expressly conditioned upon satisfaction of Sections 2.b. and 2.c..

b. Execution and Funding of COUNTY NOTE. The execution and delivery of final loan documentation (including the note, loan agreement, and any related security and servicing documents, collectively, the "LOAN DOCUMENTS") evidencing the COUNTY NOTE between the COUNTY (acting through EDWC as its administrator) and the BORROWER, and the disbursement of funds pursuant thereto, shall be conditions precedent to the Parties' obligations to perform under this Agreement. The parties acknowledge that the executed Term Sheet attached as Exhibit B summarizes the principal business terms of the COUNTY NOTE; provided, however, that the final LOAN DOCUMENTS shall control in the event of any conflict.

c. Village Authorizing Resolution / MRO. The execution of this Agreement and the adoption of an authorizing resolution by the VILLAGE establishing TID #8's Municipal Revenue Obligation payable to the COUNTY (as a project cost of TID #8) shall be conditions precedent to the Parties' obligations to perform under this Agreement.

3. VILLAGE Obligations

a. The VILLAGE will, as a Municipal Revenue Obligation ("MRO") of TID #8, provide to the COUNTY funds from the tax increment received by the VILLAGE from TID #8 on or before March 1 and September 1 of each year (each, a "PAYMENT DATE"), in an amount sufficient to pay (i) during the PERFORMANCE PERIOD, the portion of scheduled debt service (principal and interest) that has come due under the COUNTY NOTE since the immediately preceding PAYMENT DATE (or, for the first PAYMENT DATE following closing, since the Closing Date), and (ii) thereafter, the scheduled debt service attributable to any portion of the COUNTY NOTE that is forgiven pursuant to the performance frameworkof the COUNTY NOTE (the "AMOUNT FORGIVEN"). The MRO generated by this cost-sharing arrangement shall be a project cost of TID #8. Payments on the MRO shall be payable only to the extent that the VILLAGE shall have received, as of such PAYMENT DATE, available tax increment generated by TID #8. For the purposes of this Agreement, "available tax increment" shall mean that portion of the annual increment certified annually by the Wisconsin Department of Revenue that is not otherwise committed in some fashion by the VILLAGE as of the effective date of this Agreement including, but not limited to, the repayment of General Obligation Debt issued for other project costs of TID #8 and MROs related to other developments or projects. The VILLAGE shall not commit additional tax increment funds to in any manner that materially impacts the ability of the available increment to make the required

payments under the MRO called for in this Agreement without written approval by EDWC. If there is insufficient available tax increment as of any PAYMENT DATE to pay the amount then due, the deficiency shall be deemed an "INCREMENT DEFICIENCY." If on a later PAYMENT DATE there is available tax increment in excess of the amount then due, the VILLAGE shall pay the COUNTY additional funds to pay the oldest INCREMENT DEFICIENCY first, to the extent such amounts are available and until all INCREMENT DEFICIENCIES are cured. The scheduled debt service amounts shall be as set forth in the amortization schedule attached as Exhibit C (to be finalized and attached at closing). Following EDWC's determination of the AMOUNT FORGIVEN at the end of the PERFORMANCE PERIOD, the MRO shall be reduced to reflect only the AMOUNT FORGIVEN, and the VILLAGE shall have no obligation under this Agreement to pay any portion of the REMAINING PRINCIPAL BALANCE that becomes the BORROWER's direct repayment obligation. In the event that TID #8 reaches the end of its statutorily allowed life and the available tax increment is insufficient to pay the MRO obligation hereunder in full, the VILLAGE shall not be responsible to pay for any outstanding balance at the closure of TID #8.

b. To satisfy in full the VILLAGE's obligations under this Agreement with respect to the MRO, the VILLAGE shall have the right, at any time and from time to time, to prepay all or any portion of the outstanding balance of the MRO (the "MRO Prepayment Amount"). Any such prepayment shall be applied to amounts then due and owing under the MRO (including any unpaid INCREMENT DEFICIENCIES) and thereafter to reduce the outstanding balance of the MRO.

c. The parties acknowledge that, as part of the final loan documentation and/or a separate acknowledgment to be executed by the BORROWER, the BORROWER shall be required, to the extent permitted by law, to covenant during and through the life of TID #8 not to appeal the assessed value of taxable property within TID #8 that is attributable to the PROJECT.

4. COUNTY Obligations

a. Upon successful execution of final loan documentation for the COUNTY NOTE and the meeting of other requirements under this Agreement, the COUNTY will act to provide the BORROWER with an Impact Loan Fund incentive in the original principal amount of $750,000. As contemplated, the incentive will be provided to the BORROWER in a lump sum or controlled draw structure as set forth in the LOAN DOCUMENTS and will start as a term note bearing interest at 4.00% per annum with scheduled debt service commencing immediately upon closing. During the PERFORMANCE PERIOD, the BORROWER will not be required to make payments, and the scheduled debt service will be paid from TID #8 as an

MRO pursuant to this Agreement on the PAYMENT DATES described herein. Following the PERFORMANCE PERIOD, EDWC will determine performance and calculate any AMOUNT FORGIVEN based on the Shortfall Ratio (as defined in Exhibit B), with the AMOUNT FORGIVEN equal to the original principal amount multiplied by (1 – Shortfall Ratio). Any REMAINING PRINCIPAL BALANCE shall become the direct repayment obligation of the BORROWER and shall amortize over a fixed ten (10) years, all as more fully set forth in the LOAN DOCUMENTS (which shall control) and summarized in Exhibit B. In the event that the REMAINING PRINCIPAL BALANCE is higher than sum obtained by taking the original principal balance less the total of all principal payments made by VILLAGE under the TID #8 MRO obligation during the PERFORMANCE PERIOD, or in the event that BORROWER defaults under the terms of the LOAN DOCUMENTS, the VILLAGE shall have the right to repayment by BORROWER of any MRO payments made and may subrogate its claim in any action filed by COUNTY against BORROWER.

b. The COUNTY acknowledges and agrees that the payment mechanics described in Sections 3.a and 3.b. shall govern the remittance, deficiency and prepayment process for the MRO.

c. EDWC, on the COUNTY'S behalf, shall negotiate and prepare final loan documentation with the BORROWER in good faith and shall administer the COUNTY NOTE and performance assessment process consistent with the terms of Exhibit B.

5. Indemnification

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, and their respective elected officials, officers, employees, agents, and insurers from and against all claims, losses, damages, and expenses, including but not limited to attorneys' fees (together, "Claim") arising out of or resulting from or in connection with the performance of this Agreement, provided that the Claim is caused in whole or in part by the act or commission of the party against whom the Claim is asserted. Nothing contained within this Agreement is intended to be a waiver or estoppel of the Parties, or their insurer, to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Village or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

6. Other Provisions

a. No Third-Party Beneficiary. This Agreement is intended to be solely between the parties. Nothing in this Agreement accords any third party

any legal or equitable rights whatsoever that may be enforced by any non-party to this Agreement.

b. Construction. Pursuant to Wis. Stat., § 66.0301(2), this Agreement shall be interpreted liberally in favor of cooperative action between the parties. This Agreement shall not be deemed to have been drafted by any particular party so as to be interpreted strictly against such party. The parties hereby acknowledge that this Agreement imposes on each of them a duty of good faith and fair dealing.

c. Amendment. This Agreement may be amended only by written agreement of all parties hereto.

d. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

e. Binding Effect. This Agreement shall be binding upon the parties and their successors and assigns, including, without limitation, future appointed or elected Village and County officials and officers.

f. Severability. If any provision of this Agreement is invalidated by a court of competent jurisdiction, the invalidation of that provision shall not affect the validity of any other provision. In the event of the invalidation of all or any specific provision of this Agreement, the parties shall promptly meet for the purpose of reforming the offending provision(s).

g. Term. This Agreement shall be in effect as long as is necessary for the parties to perform all material obligations described herein. The parties agree to extend the term of this Agreement if required by any term limitation specified by applicable law.

h. No Waiver. The failure of any party to this Agreement to enforce any obligation hereunder shall not be construed as a waiver of that party's right to insist on performance of such obligation in the future. All waivers under this Agreement shall be made in writing.

i. Approval/Authority. Each party hereby represents that this Agreement was duly authorized by its governing body on the date stated below in accordance with all applicable state and local laws, and that its governing body has caused its duly authorized officers to execute this Agreement on its behalf on the date stated after each signature below.

j. Further Assurances. The parties agree that, from time to time hereafter, at the request of any party and without further consideration they will execute, acknowledge and deliver such other instruments as reasonably may be required to more effectively accomplish the intended purposes of

this Agreement or to otherwise carry out the terms and conditions of this Agreement.

k. Loan Documentation. This Agreement and the LOAN DOCUMENTS for the COUNTY NOTE are intended to supplement and complement each other and shall, where possible, be thus interpreted. If any provision of this Agreement irreconcilably conflicts with a provision of the LOAN DOCUMENTS, the LOAN DOCUMENTS shall control as between the COUNTY and the BORROWER, and this Agreement shall control as between the COUNTY and the VILLAGE with respect to the MRO payment mechanics.

l. ADR. The parties recognize that problems and disputes between them may occur and that it is preferable for them to reach an amicable resolution without the need to resort to litigation. In that regard, they each pledge to participate in good faith in voluntary and non-binding alternative dispute resolution ("ADR") procedures mutually agreeable to the parties. However, if such disputes are not resolved by mediation or another ADR procedure as the parties may agree then such disputes shall be resolved by litigation in the Washington County, Wisconsin Circuit Court.

m. Non-discrimination. The parties agree that the performance of this Agreement shall be in all material respects in compliance with all laws, rules, regulations and ordinances relating to discrimination.

n. No Personal Liability. Under no circumstances shall any VILLAGE or COUNTY elected official, officer, employee, attorney or agent have any personal liability arising out of this Agreement, the COUNTY NOTE and the LOAN DOCUMENTS or any other agreement relating to the PROJECT and no party shall seek or claim any such personal liability.

o. Reservation of Rights. Nothing contained in this Agreement is intended to or has the effect of releasing the VILLAGE, COUNTY, or BORROWER from compliance with all applicable laws, rules, regulations and ordinances relevant to the Project.

p. Execution. This Agreement may be executed in counterparts, which together shall constitute a single contract. The parties agree that fully electronic signatures and records are acceptable under Chapter 137 of the Wisconsin Statutes, and the parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer-generated image of a signature shall be treated and have the same effect as an original signature, and shall have the same effect as an original signed copy of this Agreement and any amendments thereto..

q. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery, if hand delivered, or (ii) three business days following

deposit in the United States mail, postage prepaid, or (iii) upon delivery following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, and each such communication or notice shall be addressed as follows, unless and until any such party notifies the other in accordance with this paragraph of a change of address:

If to the COUNTY:	Washington County, Wisconsin Attn: Joshua Schoemann, County Executive 432 E. Washington Street, P.O. Box 1986 West Bend, WI 53095-7986
with a copy to:	Brad Stern Washington County Attorney's Office 432 E. Washington Street, P.O. Box 1986 West Bend, WI 53095-7986
If to the VILLAGE:	Village of Germantown Attn: Village Administrator N112 W17001 Mequon Rd. PO Box 337 Germantown, WI 53022
With a copy to:	Brian C. Sajdak Stafford Rosenbaum LLP 1200 N. Mayfair Road, Suite 430 Milwaukee, WI 53226-3282
With a courtesy copy to:	EDWC Attn: Christian Tscheschlok, CEO 2200 Green Tree Road, Suite W112 West Bend, WI 53090

[Signature page follows.]

VILLAGE OF GERMANTOWN

By: _____ _____
Village Board President Date

Attest: _____ _____
Village Clerk Date

WASHINGTON COUNTY

By: _____ _____
County Executive Date

[This area left blank intentionally.]

EXHIBIT A

BORROWER ACKNOWLEDGMENT AND CONSENT

This Borrower Acknowledgement and Consent (this "Acknowledgment") is executed by Flamingo Marine Inc. (formerly Flamingo Electric Inc.), a Wisconsin corporation (the "Borrower"), as of _____, 2026.

Borrower hereby acknowledges and agrees as follows:

1. Acknowledgment of Intergovernmental Agreement. Borrower acknowledges that the Village of Germantown, Wisconsin (the "Village") and Washington County, Wisconsin (the "County") have entered into that certain Intergovernmental Agreement (the "IGA") pursuant to which the Village will make payments to the County from Tax Increment District No. 8 ("TID #8") in order to support the debt service on the County's incentive note issued to Borrower (the "County Note") during the Performance Period (as defined in the IGA) and thereafter with respect to any Amount Forgiven (as defined in the IGA). Borrower acknowledges that the IGA is a material component of the incentive structure contemplated by the County Note and related loan documents (collectively, the "Loan Documents").

2. Consent to Information Sharing. Borrower consents to the exchange of information among the County, the Village, and the Washington County Economic Development Corporation ("EDWC") as reasonably necessary to administer the IGA and the Loan Documents, including information regarding project status, investment, employment and other performance criteria, disbursements, and repayment/forgiveness calculations consistent with applicable law and the Loan Documents.

3. Cooperation and Reporting. Borrower shall timely provide such certifications, reports, and supporting documentation as EDWC, the County, or the Village may reasonably request to verify compliance with the performance framework and other requirements under the Loan Documents and to enable EDWC's determination of any Amount Forgiven. Borrower acknowledges that failure to provide required information when due may constitute a default under the Loan Documents.

4. Covenant Not to Challenge Assessments. To the extent permitted by law, during the term of the IGA and until the earlier of (a) full payment and satisfaction of the County Note or (b) the closing/termination of TID #8, Borrower agrees that it will not, directly or indirectly, file, prosecute, support, or encourage any challenge, objection, or appeal to the assessed value of the real property comprising the project that is subject to the County Note and/or located within TID #8 (the "Project Property"), and will not authorize any agent, affiliate, successor, or transferee to do so, except for the correction of clerical or factual errors that do not seek a reduction in assessed value. Borrower further agrees to include a substantially similar covenant in any sale, assignment, or transfer of the Project Property during such period, to the extent permitted by law and consistent with the Loan Documents.

5. No Third-Party Beneficiary; Limited Purpose. Borrower understands that Borrower is not a party to the IGA and that this Acknowledgment is executed solely to evidence Borrower's knowledge of, and consent to, the IGA and to confirm the covenants set forth herein. Nothing in the IGA or this Acknowledgment is intended to confer upon Borrower any rights or remedies against the County or the Village, except as expressly provided in the Loan Documents.

6. Miscellaneous. This Acknowledgment shall be binding upon Borrower and its successors and permitted assigns. This Acknowledgment may be executed in counterparts and delivered electronically, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Borrower has executed this Acknowledgment as of the date first written above.

FLAMINGO MARINE INC. (formerly Flamingo Electric Inc.)

By: _____ _____
Brian Davis, Co-CEO Date

EXHIBIT B

EXECUTED TERM SHEET (SUMMARY OF PRINCIPAL TERMS)
--Attached--

EXHIBIT C

COUNTY NOTE AMORTIZATION SCHEDULE
--Attached--

CONDITIONAL USE PERMIT (CUP)

03/09/26 Plan Commission Meeting

Peter & Donna Maniaci

Village Staff Report & Recommendation ***Germantown, Wisconsin***

SUMMARY

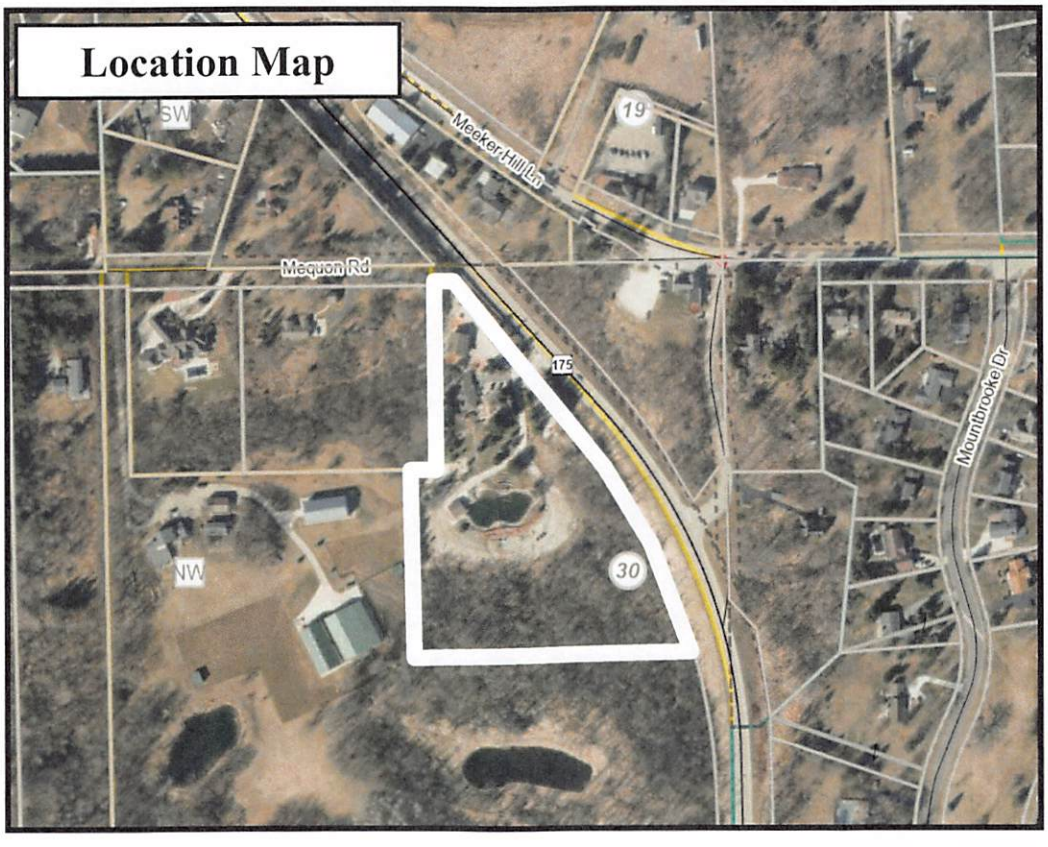
Peter & Donna Maniaci, Property Owners. Conditional Use Permit (CUP) application to convert/expand an existing detached accessory structure into a "Mother-In-Law Suite" accessory dwelling unit and modify the provisions under Section 17.08(64) of the Zoning Code, for property located at W213 N11111 Appleton Avenue.

Property Location: W213 N11111 Appleton Avenue

Property Owner: Peter & Donna Maniaci
W213 N11111 Appleton Avenue
Germantown, WI 53022

Zoning: Rs-1: Single-Family Residential District

Adjacent Land Uses		Zoning
North	Business/Residential	B-3
South	Agricultural/Residential	A-2
East	Business/Residential	B-3/Rs-3
West	Agricultural/Residential	A-2/Rs-2



Background

Peter & Donna Maniaci, Property Owners. Conditional Use Permit (CUP) application to convert/expand an existing detached accessory structure into a "Mother-In-Law Suite" accessory dwelling unit and modify the provisions under Section 17.08(64) of the Zoning Code, for property located at W213 N11111 Appleton Avenue.

The subject property is approximately 6.5 acres in size and was created in 1977 as part of Certified Survey Map 1708 (attached). Currently, the property contains a principal single-family dwelling, two (2) detached accessory structures, a private recreational pond, and associated driveways/walks. The property owners, Peter & Donna Maniaci, purchased the lot in 2022 with the intention of turning the property into a "generational legacy" as indicated in the submitted project narrative. Part of this intention includes not only residing on the property themselves but creating a separate home where their son (Justin) and his family can live. The owners explain the reasoning behind this objective in their summary narrative.

In January 2025, the owners submitted a building permit application to the Village's Inspection Services Department (SAFEBuilt) proposing a conversion/expansion of an existing detached accessory structure (garage) on the property into a single-family dwelling. Given the property's zoning designation of Rs-1: Single-Family Residential District, the fact that a principal dwelling already exists, and the Village's Zoning Code provisions that stipulate only one (1) dwelling unit is allowed on property within a single-family residential district, the building permit could not be issued and was effectively denied. After informing the owners of this, Village staff met with them to discuss a path forward. In consultation with the Village Attorney, staff deemed that a Conditional Use Permit (CUP) application for a "Mother-In-Law Suite" (MILS) could be filed by the owners for their proposal. While this determination was conveyed to the owners and a formal CUP application has since been submitted, staff also indicated that the proposal could/would not meet the standard criteria for an MILS (see following page) under the Village's Zoning Code. Thus, staff advised the owners that they would need to request certain criteria to be modified by the Plan Commission and Village Board as part of their CUP proposal.

Proposal

As shown in the application materials, Peter & Donna Maniaci are proposing a conversion/expansion of an existing detached accessory structure (garage) into an accessory dwelling unit (MILS) for their son and his family. The existing garage is approximately 1,400 sqft in size while the proposed plans show the MILS, if approved and constructed, at just shy of 2,590 sqft. According to the building plans (attached), the proposed MILS includes the following:

- 2-story structure; maximum height 24' (per permit records for original structure)
- 4 bedrooms
- 2 bathrooms
- Laundry room, dining room, kitchen, and great room
- Separate utilities from primary home (electric meter, well, septic)

The accessory MILS dwelling unit would become the second dwelling on the property since a principal residence already exists, which is approximately 3,000 sqft. The owners will continue to reside in the principal dwelling. Under the Village's Zoning Code, both the definition of a single-family dwelling and "mother-in-law suite" are provided herein. As part

of the CUP application, the owners recognize that their proposal requires modifications to the standard provisions under an MILS. Each criterion (a, b, c, e, f) within the code that cannot be met by the Maniaci proposal, and thus would need to be modified and effectively removed through a CUP approval granted by the Village Board, is shown in red text below:

17.08(34) DWELLING, SINGLE-FAMILY. *A detached building designed, arranged, used for and occupied by one family. A single-family dwelling may include a "mother-in-law suite" as provided for and defined herein subject to the granting of a* ***conditional use permit*** *by the Village Board.*

17.08(64) MOTHER-IN-LAW SUITE. *One or more rooms within the principal dwelling that are designed, arranged, and occupied by one or more members of the same family occupying the principal dwelling provided that such rooms do not constitute a separate dwelling unit. Further, for purposes of this provision, and unless otherwise provided for as a condition of approval in a* ***conditional use permit****, a "mother-in-law suite" shall meet the following minimum requirements and limitations:*

a. *The "mother-in-law suite" cannot have a separate entry arranged so as to be used as the principal and exclusive means of access to the "mother-in-law" suite;*
b. *The "mother-in-law suite" must share the main entry that provides the principal means of access to the principal dwelling;*
c. *The "mother-in-law suite" can have separate rooms within the single-family dwelling such as a living room, bedroom, bathroom, kitchen and laundry room but shall also have one or more rooms or areas that are shared in common with the principal dwelling;*
d. *The "mother-in-law suite" cannot be used or occupied by a non-family member or for rental purposes;*
e. *The "mother-in-law suite" cannot be served by a separate electric, water or other utility connection or meter;*
f. *The "mother-in-law suite" cannot have a separate mailing address;*
g. *The owner of the single-family dwelling must live in the principal dwelling;*
h. *The "mother-in-law suite" cannot occupy more than 50% of the total dwelling unit floor area;*
i. *The principal dwelling cannot be constructed or modified such that the scale or appearance is different than a typical and customary dwelling or the single-family dwellings on surrounding properties;*
j. *Additional restrictions and/or limitations may be adopted as part of a conditional use permit granted by the Village Board.*

Based on the application submittals, the owners state that their request for a detached MILS and modifications to the standard provisions above are due to physical, agricultural, and construction limitations associated with the property. The project narrative mentions the challenges that the existing conditions (retaining walls, vegetation, slope constraints) of the property create when attempting to design an MILS that would be constructed under the standard code provisions. In other words, incorporated/attached to the principal dwelling.

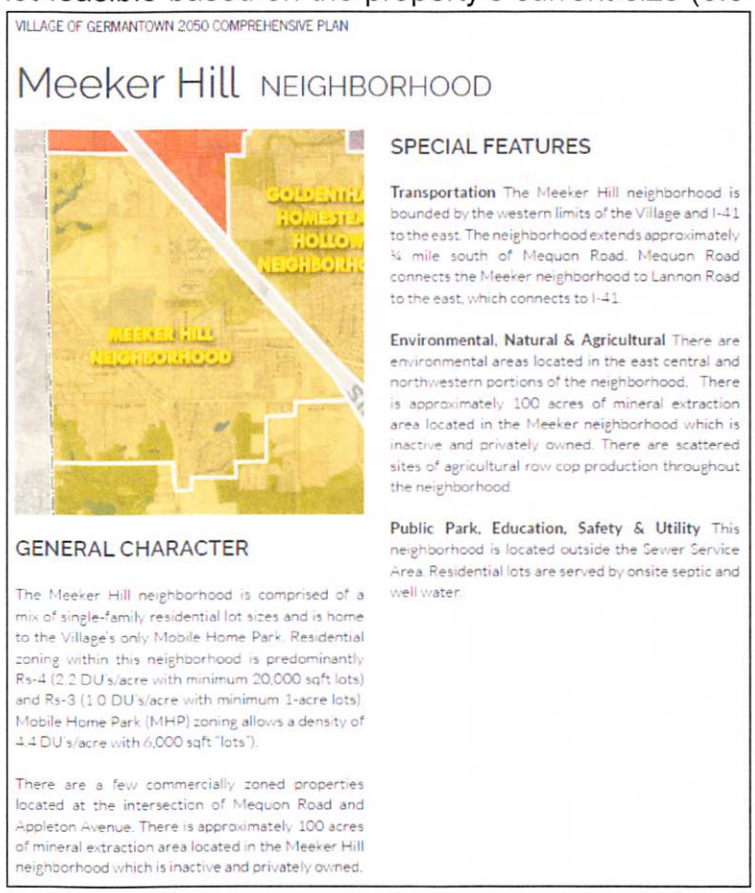
The owners also speak to the fact that the detached MILS would better serve the needs of their son, Justin, who is a 100% disabled honorably discharged Marine combat veteran who suffers from PTSD and other related factors (refer to submitted narrative for full details).

Staff Comments

Community Development: Planning and Zoning

As specified in the Zoning Code, a single-family dwelling may include a "Mother-In-Law Suite" provided it meets the minimum requirements established under Section 17.08(64), which are listed on the previous page. Arguably, the primary limitation for an MILS under the zoning ordinance is that it shall not constitute a separate dwelling unit from a principal dwelling. The Village created the MILS provisions in 2008, and its intent was to grant property owners the ability to create a designated living area (bedrooms, kitchen, bathroom, etc.) for family member(s) within a principal dwelling where the owner resides. In other words, a living area that acts as a separate space but is not technically a separate dwelling with separate entrance, utilities, and address, as you commonly see with duplex units or in this specific CUP proposal, a detached MILS. Although this is a clear limitation under the current MILS provisions, staff, in consultation with the Village Attorney, concluded that the Zoning Code provides the opportunity for an owner (Maniaci) to submit for a Conditional Use Permit (CUP) for an MILS but with proposed modifications to the list of standard criteria. The subject application is just that, a CUP request for an MILS but with modifications to criteria under Section 17.08(64) of the Zoning Code, essentially born out of the fact the owners are proposing a detached MILS which constitutes a separate dwelling from the existing principal residence.

It's important to note that Peter & Donna Maniaci did not have legitimate alternatives in terms of applications that could be filed for their detached accessory dwelling unit (MILS) proposal. After a thorough review of the existing property, it became clear that a land division, rezoning, or variance are not feasible based on the property's current size (6.5 acres), lack of municipal water and sewer utility access, its Rs-1: Single-Family Residential Zoning District classification, and its location within the Meeker Hill Neighborhood as described by the Village's 2050 Comprehensive Plan (attached). Quite simply, properties within the Meeker Hill Neighborhood without access to municipal water and sewer can only be developed at 1 du/5acres. Since the subject site does not have access to municipal water or sewer and is 6.5 acres with an existing dwelling, a land division application to create another parcel for another dwelling unit is not possible. A rezoning to a district that allows multiple dwellings on one parcel is not supported by the 2050 Plan designation nor provided for under zoning policy, as those districts are intended to



VILLAGE OF GERMANTOWN 2050 COMPREHENSIVE PLAN

Meeker Hill NEIGHBORHOOD

GENERAL CHARACTER

The Meeker Hill neighborhood is comprised of a mix of single-family residential lot sizes and is home to the Village's only Mobile Home Park. Residential zoning within this neighborhood is predominantly Rs-4 (2.2 DU's/acre with minimum 20,000 sqft lots) and Rs-3 (1.0 DU's/acre with minimum 1-acre lots) Mobile Home Park (MHP) zoning allows a density of 4.4 DU's/acre with 6,000 sqft "lots").

There are a few commercially zoned properties located at the intersection of Mequon Road and Appleton Avenue. There is approximately 100 acres of mineral extraction area located in the Meeker Hill neighborhood which is inactive and privately owned.

SPECIAL FEATURES

Transportation The Meeker Hill neighborhood is bounded by the western limits of the Village and I-41 to the east. The neighborhood extends approximately ¼ mile south of Mequon Road. Mequon Road connects the Meeker neighborhood to Lannon Road to the east, which connects to I-41.

Environmental, Natural & Agricultural There are environmental areas located in the east central and northwestern portions of the neighborhood. There is approximately 100 acres of mineral extraction area located in the Meeker neighborhood which is inactive and privately owned. There are scattered sites of agricultural row cop production throughout the neighborhood.

Public Park, Education, Safety & Utility This neighborhood is located outside the Sewer Service Area. Residential lots are served by onsite septic and well water.

be served by municipal utilities. Finally, a variance application is not appropriate as the Zoning Code states "use variances shall not be granted" under Section 17.52.

While this request departs from past "Mother-In-Law Suite" CUPs the Village has approved under the aforementioned criteria, there is no indication that it would cause adverse impacts to the surrounding neighborhood or alter the character of the property in a substantially different manner than if the owners constructed an MILS meeting all provisions in the Zoning Code (i.e. incorporated/attached to principal dwelling). In fact, given the "lay of the land" which presents a combination of topographical constraints, existing hard surface walks, retaining walls, and vegetation, in addition to limited space between the principal dwelling and rear property line, it's arguable that the proposed detached MILS location is most feasible rather than an addition to the existing principal dwelling.

The owners understand they will need to comply with all necessary building code provisions under the Uniform Dwelling Code (UDC) for the conversion/expansion of the detached garage into an MILS dwelling unit. In doing so, the owners are required to obtain proper well and sanitary (i.e. septic) permits from Washington County Land Resources. A condition of approval has been added that the owners provide these permits from Washington County prior to recording of the Conditional Use Permit (CUP) and issuance of a building permit from SAFEBuilt Inspection Services and construction commencing.

NOTE: In October 2025, Senate Bill 473 was introduced at the State level, which relates to local regulation of accessory dwelling units (ADU). SB 473 would require communities statewide to allow at least one (1) ADU per parcel that is zoned for residential use on which an existing single-family dwelling is located. SB 473 includes language that an ADU can be attached or detached with complete independent living facilities and separate entrance from an existing single-family residence (principal). SB 473 also stipulates that an ADU can be allowed without a conditional use permit or variance approval from a local authority, it does provide the opportunity for local municipalities to enact an ordinance regulating certain size, height, and locational standards for ADUs. While SB 473 was passed by its respective Senate and Assembly committees, the current legislative session is ending in March without scheduled floor votes in the Senate and Assembly, so it's expected that the Bill will not be enacted this session.

VILLAGE STAFF RECOMMENDATION

APPROVE the Conditional Use Permit (CUP) application for Peter & Donna Maniaci to convert/expand an existing detached accessory structure into a "Mother-In-Law Suite" accessory dwelling unit and modify the provisions under Section 17.08(64) of the Zoning Code, for property located at W213 N11111 Appleton Avenue, subject to the following conditions:

1. The MILS shall be constructed consistent with the building/floor plan dated November 13, 2024, as presented to the Village Plan Commission and Village Board.
2. The MILS shall comply with MILS requirements *d, g, h, i, and j* as defined in Section 17.08(64) of the Zoning Code on an ongoing basis. The MILS shall not be subject to MILS requirements *a, b, c, e, and f* as defined by the same code section.
3. The property owner shall notify the Community Development Director/Village Zoning Administrator if/when use of the detached accessory structure changes or ceases to be used as a "Mother-In-Law Suite" accessory dwelling.
4. This Conditional Use Permit (CUP) shall be non-transferable to a subsequent owner unless said owner is a member of the Maniaci family. In the event there is a change in the owner, this CUP shall become null and void, and a new CUP would have to be obtained pursuant to Sections 17.08(64) and 17.42 of the Zoning Code.
5. Prior to recording of the Conditional Use Permit (CUP) and issuance of a building permit for the conversion/expansion work, the owner shall provide proper well and sanitary (i.e. septic) permits from Washington County associated with the proposed accessory MILS dwelling unit.

Document Number

Goldendale Road Germantown LLC Development Agreement

Document Title

Document # **1485927**
WASHINGTON COUNTY WISCONSIN
2019-12-06 11:19:00 AM
Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **$30.00**

Return via MAIL (REGULAR)
Pages: **43**

Endorsement stamp digitally applied
Please keep attached to original document

Recording Area 43

Name and Return Address
Village of Germantown
PO Box 337
Germantown, WI 53022

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WRDA Rev. 12/22/2010

GOLDENDALE ROAD GERMANTOWN, LLC
DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and Goldendale Road Germantown, LLC, hereinafter referred to as "Developer".

WHEREAS, the Developer owns Lot # 1 (20.027 acres) of Certified Survey Map No. 6913 and Lot #2 (12.76 acres), Lot #3 (9.23 acres) and Outlot #1 (3.45 acres) of Certified Survey Map No. 6930, being a redivision of Lot #2 of Certified Survey Map No. 6913 in the Northeast ¼ and Southeast ¼ of the Southeast ¼ of Section 7, Township 9 North of Range 20 East, in the Village of Germantown, Washington County, Wisconsin , as identified in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has submitted a site plan for three (3) buildings on the parcels; Building #1 (Lot #1) to be a 240,468 sq. ft office and warehouse/light manufacturing facility; Building #2 (Lot #2) to be 130,324 sq. ft.; and Building #3 (Lot #3) to be 117,324 sq. ft. (the use of buildings #2 and #3 to be determined at a future date); and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution facilities in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, it will be necessary that Developer construct and install a sanitary collection system in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, the Developer has proposed two (2) driveway entrances on CTH Y (Goldendale Road) for which the Developer has obtained the proper approvals from the Washington County Highway Department, and

WHEREAS, The Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the applicable provisions of that section and as directed by the Village Engineer or Village Board and consistent with the plans and specifications described in the attached Exhibit D which have been approved by the Village ("Approved Plans"). It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer has designed and submitted, and the Village Engineer has approved the Approved Plans for all water supply facilities, including an extension of 12" water main for a distance of approximately 2812 lineal feet together with necessary valves, 10 fire hydrants/leads and necessary water laterals to service the proposed buildings and authorization for construction has been given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

The pre-construction meeting required prior to the starting installation of water main occurred Monday, October 14, 2019 at 9:00 a.m. (at least 48 hours prior to start of construction).

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall extend public sanitary sewer for approximately 940 lineal feet, including 2 manholes, within a utility easement beginning at the existing sanitary sewer located at the south property line to the proposed sampling manhole. The sampling manhole is to be private and the lateral to the building is private. Developer has designed and submitted, and the Village Engineer has approved the Approved Plans, specifications and contract documents for all sanitary sewerage systems facilities and authorization for construction has been given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 OTHER UTILITIES. All such services shall be located underground in accordance with applicable codes.

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Chap. 29 of the Municipal Code, and, in addition, has undertaken the following measures to insure sediment control:

(1) Submitted an Erosion Control Plan which the Village Engineer has approved.

(2) Obtained an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire Development or the completion of an individual lot, as may be appropriate as determined by the Village Engineer, and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village Engineer. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village Engineer.

(3) Developer shall promptly undertake top soiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of the approved Erosion Control Plan shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer to restore compliance with the Erosion Control Plan. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may submit a draw request pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with the Erosion Control Plan or be considered a substitute or replacement for such measures.

(5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.06 STORM WATER DRAINAGE FACILITIES. Drainage from the Property comprising the "Development" discharge into one (1) proposed storm drainage Pond located at the southeast corner of the Property. The proposed Pond will remain under the ownership of the Developer or an affiliate of Developer. Developer has submitted and the Village Engineer has reviewed and approved storm water volumes to verify the proposed Pond will be adequate to accommodate expected surface water flow within and through the Development. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 "Storm Water Management Requirements" and Sec. 4.0 "Storm Water Conveyance System Requirements" and the Stormwater Management Plan for the Development described on the attached Exhibit D and approved by the Village Engineer (the "SWMP"). All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies.

(1) Developer shall install all storm water management facilities as shown on the SWMP.

(2) The proposed Pond shall be certified to verify that the Pond was constructed to meet the requirements of the SWMP.

(3) Developer shall prepare, submit to the Village Engineer for review and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for an occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.

(4) The Developer or its affiliates, successors, or assigns shall be responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities consistent with the SWMP and applicable Village ordinance.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted November 11, 2019.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense.

1.09 SIDEWALKS AND PATHWAYS. No sidewalks or pathways located in Public ROW on this Development.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec.18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec.18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the water supply and sanitary sewerage system construction. Developer agrees that no work shall be scheduled for the water supply and sanitary sewerage system improvements without the Village Engineers written approval of the starting date and schedule.

The pre-construction meeting between Developer, the Contractors and the Village occurred Monday, October 14, 2019 at 9:00 a.m., authorizing commencement of construction on the improvements. Developer prior to such meeting, notified all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 BUILDING AND OCCUPANCY PERMITS. No temporary occupancy permits shall be issued until the sanitary sewer, sampling manhole, water main, storm sewer improvements and landscaping are installed consistent with Approved Plans, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer or Director of Public Works, all record drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below. All public improvements required by the Agreement shall be installed and accepted by the Public Works Committee prior to issuance of any final occupancy permits.

2.03 REQUIRED PLANS. Developer has submitted to the Village Engineer has approved all of the plans, profiles and specifications required by Sec.18.09 (3) of the Municipal Code. Required plans for improvements include the following:

(1) Master site grading
(2) Site Plan
(3) Water main record-drawings
(4) Erosion and sedimentation controls
(5) Water main extensions
(6) Sanitary Sampling Manhole
(7) Sanitary Sampling Manhole Record Drawings
(8) Sanitary Sewer Extensions

(9) Sanitary Sewer Record Drawings
(10) Landscaping

In addition, Developer has submitted and the Village Engineer has approved all specifications and authorized construction.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than ninety (90) days following Final Acceptance of the public improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main, sanitary sewer, pond outlet structure and emergency overflow area. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all public improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of applicable Village Code.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer relating to the first building in the Development under the Ordinances have been paid in full, (ii) copies of affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence reasonably satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the public improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or its Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Any sanitary sewer installation shall not be accepted until satisfactory pressure and vacuum test results are obtained. Upon completion of the sanitary sewer, water main and service laterals and acceptance of the systems by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the public improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer within five business days of such inspection for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). Final Acceptance of the public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

4.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. As of the date of this Agreement, these fees include and are calculated for the first building of the Development as follows:

(1) Water:	$ 832.00/REC x 9 = $7,488.00
(2) Fire Protection:	$ 0.63549/$1000 Building Cost = $5,941.83
(3) Police Protection Facilities:	$ 0.2809/$1000 Building Cost = $2,626.42
(4) Sanitary Sewer Connection:	$ 4,060.00/REC x 9 = $36,540.00

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. The REC Fees change annually with the current year REC Fee to be used at time of Building Permit issuance. These fees shall be calculated and payable at the time of Building Permit issuance for each building.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the Development to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10(3) of the Municipal Code. The fee shall be calculated as follows:

2.25% of the first $250,000 of construction costs
1.75% of the next $250,000 of construction costs, and

1.25% of construction costs which exceed $500,000

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of $5,000 for a fee as per Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sections 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant and shall also be reimbursed for services rendered by the Village Attorney. Additionally, Developer shall reimburse the Village costs for inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as deemed necessary by the Village Engineer. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Estimated billings are also set forth on Exhibit B.

4.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this Development.

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit A, for each phase of the Development prior to the issuance of a building permit for said phase of the Development on the Property. As used in this paragraph, phase shall mean the construction of a separate building on the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized three (3) sewer connections for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate government agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as

required on Approved Plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements for this Development in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ROADWAY MAINTENANCE. The Development is comprised of internal private roadways. Developer shall be responsible for all damage to CTH Y (Goldendale Road) which was caused by vehicles and equipment entering and leaving the Development during construction.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a letter of credit which shall assure the faithful performance of Developer's obligations under this Agreement relating to the public sanitary sewer and public water improvements as itemized in Exhibit A attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and approval by the Village Public Works Committee of some but not all of the public improvements constructed as part of this Agreement, reduce the letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the letter of credit be reduced below the aggregate total estimated cost of the public improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and acceptance of the work by the Village Public Works Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one-year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs.

6.02 FORM. The form of the letter of credit shall be approved by the Village Attorney prior to acceptance of the letter of credit by the Village as satisfying Developer's obligation as provided in Section 6.01 above. The letter of credit shall provide that it may be drawn upon only by the Village to guaranty to the Village the performance by Developer of all public

improvement obligations under this Agreement. The letter of credit shall be from a local lending institution in the form of an irrevocable standby letter of credit and auto renewable for terms of one year each.

6.03 LIABILITY NOT RELEASED. All Letters of Credit given hereunder are security devices only which in no manner limit the liability of Developer to the Village, however arising and regardless of the amount.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village under this Article VI, the Village reserves the right without notice or hearing to impose special assessments or charges for any costs actually incurred by the Village to construct the public improvements shown on the Approved Plans. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.05 REMEDIES. In addition to exercising its rights under Article VI, in the event of a material breach of this Agreement by the Developer, the Village shall, within a reasonable amount of time, give notice of such breach to the Developer. If Developer fails to remedy the breach within thirty (30) days of the notice (or such other amount of time to which the parties might agree) or, if the breach cannot reasonably be corrected using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be corrected using commercially reasonable and diligent efforts, such 30-day remedy period shall be extended for the period reasonably necessary to correct if (and for such period as) (i) the Party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the Party continues to use all commercially reasonable and diligent efforts to correct after such 30-day period; and (iii) such efforts are adequate to ensure a correction (the "Cure Period"), the Village shall have the option of ordering the Developer to not proceed any further with the construction and installation of the public improvements described in this Agreement until such time as the breach is remedied. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee, or cause its contractor to guaranty in a form reasonably acceptable to the Village, all dedicated public improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Developer shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained

against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

7.03 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than $1,000,000.00.

(3) Property damage insurance having limits of not less than $500,000.00.

(4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or conveyed by Developer to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage to the Village because of work performed pursuant to, or in connection with the platting/subdivision of the Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

(1) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines or penalties, as and when

reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;

(2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(3) the Village may at its own expense hire counsel or consultants to monitor the Claim;

(4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:

(i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and

(ii) Developer shall pay such reasonable costs and expenses incurred by the Village within thirty (30) days of receipt of written notice from the Village together with an invoice for work performed;

(6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The public improvement work required by this Agreement shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board.

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be funded as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, bureaucratic delays or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 APPROVAL TERMS. No tax-exempt use is authorized by the approvals granted by the Village.

9.02 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of utilities on the Property and shall replace the Predevelopment Agreement and that in the event of any conflict between the Development Agreement and the Predevelopment Agreement, the terms of the Development Agreement will control.

9.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

9.05 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Goldendale Road Germantown, LLC.

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Goldendale Road Germantown, LLC. as an agent of the same.

9.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

9.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.09 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

9.10 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

ARTICLE X - NON-ASSIGNMENT

This Agreement which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village. The Village expressly consent to affiliates of Developer developing future phases of the Development.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this 3rd day of December, 2019 which shall be the effective date of this Agreement.

DEVELOPER:

GOLDENDALE ROAD GERMANTOWN, LLC
By: GERMANTOWN PARTNERS LLC, Agent

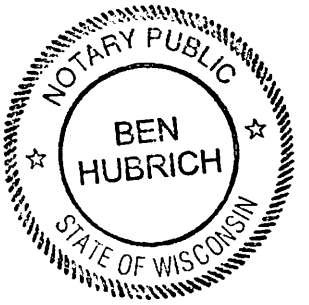
By: _____
Samuel D Dickman, Agent

STATE OF WISCONSIN)
) SS
COUNTY)

Personally came before me this 3rd day of December, 2019, the above-named, Samuel D Dickman, Agent of Goldendale Road Germantown, LLC, to me known to be the

person who executed the foregoing instrument and to me known to be such Agent of said limited liability company and acknowledged that he executed the foregoing instrument in such capacity.

By: Ben Hubrich
Print Name: Ben Hubrich
Notary Public, State of Wisconsin
My Commission Expires: 5/25/2021



VILLAGE OF GERMANTOWN

By: Dean Wolter
Dean Wolter, Village President

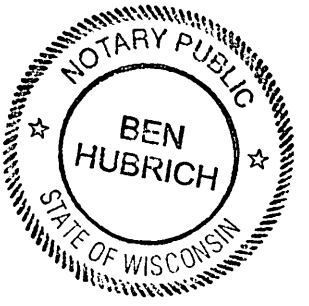
Attest By: Deanna L Braunschweig
Deanna L Braunschweig, Village Clerk

Per Village Board Approval: Dated November 18, 2019

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this 25 day of November, 2019, the above-named, Dean Wolter, Village President, and Deanna L Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

By: Ben Hubrich
Print Name: Ben Hubrich
Notary Public, State of Wisconsin
My Commission Expires: 5/25/2021



Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by: Lawrence W. Ratayczak, P.E., Director of Public Works

EXHIBIT "A" (financial & fee's)

EXHIBIT "A"

GOLDENDALE ROAD GERMANTOWN, LLC

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	$0.00
Site & Street Grading	1.03 & 1.11	$0.00
Gravel Base and Asphalt Pavement	1.03	$0.00
Asphalt Surface Coarse	1.03	$0.00
Curb & Gutter	1.04	$0.00
Sidewalks / Walk Paths	1.05	$0.00
Sanitary Sewer System	1.06	$160,000.00
Water System	1.07	$380,000.00
Other Sewer & Water Facilities	1.08	$0.00
Underground Utilities	1.09	$0.00
Street Lights	1.1	$0.00
Street Signs (stop signs at both driveways)	1.08	$500.00
Erosion Control	1.11 & 2.04	$0.00
Storm Water System, Pond & Drainage	1.12	$0.00
Permanent Barricades	1.13	$0.00
SUB-TOTAL		**$540,500.00**
DATA Conversion Fee (record drawings)	4.03	$500.00 *
Improvement Review Fee: ($540,500.00)	4.03	$10,506.25 *
Professional Fee (Attorney)	4.05	$500.00 *
Inspection Fee (Estimate based on construction time)	4.05	$28,800.00 *
SUB-TOTAL		**$40,306.25 ***
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (9 REC @ $4,192.00 / REC)	4.02	$37,728.00 **
Water (9 REC @ $832 / REC)	4.02	$7,488.00 **
Fire ($0.63549/$1000 building cost)	4.02	$5,941.83 **
Police ($0.2809/$1000 building cost)	4.02	$2,626.42 **
(estimated building cost: $9,350,000.00)		
SUB-TOTAL		$53,784.25 **
TOTAL (Letter of Credit Amount)		$540,500.00

* Amount to be Paid at Time of Signing of Development Agreement **$40,306.25**

** Amount to be Paid at Time of Building Permit Issuance **$53,784.25**

EXHIBIT "B" (labor & equipment rates)

LABOR RATES -- 2019

VILLAGE OF GERMANTOWN

POSITION DESCRIPTION	Annual Hourly Rates 2017	2018	2019
Director of Public Works	$73.65	$75.12	$77.00
Village Engineer	$62.05	$63.29	$64.87
Project Engineer	$53.45	$54.52	$55.88
Engineer Tech III / Land Surveyor	$46.89	$47.83	$49.02
Land Surveyor/Survey Crew w/Robot	$136.33	$139.06	$142.53
Highway Superintendent	$53.13	$54.19	$55.55
Zoning Administrator/Planner	$60.36	$61.57	$63.11
Civil Engineer	$39.57	$40.36	$41.37
Record Drawing Documentation Preparation	$47.06	$48.00	$49.20
Construction Inspection	$47.06	$48.00	$49.20
Highway Maintenance Worker II	$44.57	$45.46	$46.60
Highway Operators (Traffic Signals)	$51.75	$52.79	$54.10
Water Superintendent	$53.13	$54.19	$55.55
Waste Water Superintendent	$53.13	$54.19	$55.55
Utility Operator	$45.73	$46.64	$47.81
Clerical	$36.05	$36.77	$37.69

NOTE: 2019 rates reflect a 2.5% increase to the 2018 wages.

EQUIPMENT RATES -- 2019

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates 2017	2018	2019
Cruz-Air	$64.07	$65.99	$67.97
Case Backhoe & Loader	$37.82	$38.95	$40.12
Michigan Loader	$48.33	$49.78	$51.27
Case/John Deer Loader/Snow Plow	$81.95	$84.41	$86.94
Case/John Deer Loader/Snow Blower	$111.36	$114.70	$118.14
Single Axle Dump Truck (5yd)	$34.67	$35.71	$36.78
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	$55.68	$57.35	$59.07
Tandem Axle Dump Truck	$46.23	$47.62	$49.05
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	$68.29	$70.34	$72.45
Quad Axle Dump Truck		$85.00	$87.55
1-Ton Patrol Truck (2-3 yd)	$26.27	$27.06	$27.87
1-Ton Truck w/Plow	$32.57	$33.55	$34.55
Truck w/Water Jetter w/Aux. Power Unit	$52.53	$54.11	$55.73
Aerial Lift Truck	$65.14	$67.09	$69.11
3500- Truck w/ Utility Box & Crane			$65.00
Pickup Truck	$20.49	$21.10	$21.74
Pickup Truck w/Plow	$29.42	$30.30	$31.21
Self Propelled Vibrating Roller	$39.92	$41.12	$42.35
Self Propelled Non-Vibratory Roller	$36.77	$37.87	$39.01
185 cfm Air Compressor (Portable)	$29.42	$30.30	$31.21
Street Sweeper 40 Hp w/Front Mounted Broom	$38.87	$40.04	$41.24
Vacuum Sweeper	$86.15	$88.73	$91.40
Vac All	$90.35	$93.06	$95.85
Sewer line Televising Truck	$121.87	$125.53	$129.29
Combination Sewer Machine (pipe jetter & vac)	$147.08	$151.49	$156.04
Mini Excavator	$51.50	$53.05	$54.64
Skid Steer Loader w/Bucket	$33.62	$34.63	$35.67
Skid Steer Loader w/Snow Blower/Broom	$36.77	$37.87	$39.01
20" Enclosed Trailer			$15.00
REX Valve Turner			$83.00
10' Utility Trailer			$12.00
Tar Kettle	$35.72	$36.79	$37.90
Motorized Mower (24" & Under)	$13.93	$14.35	$14.78
Motorized Mower (25"-47")	$19.44	$20.02	$20.62
Motorized Mower (48" & larger)	$22.59	$23.27	$23.97
Tractor w/Sickle or Flail Mower	$48.33	$49.78	$51.27

Chain Saw	$12.88	$13.27	$13.66
Hydraulic Saw	$12.88	$13.27	$13.66
Hydraulic Pruner	$12.88	$13.27	$13.66
Chipper	$42.02	$43.28	$44.58
Generator (225 Kw)	$59.88	$61.68	$63.53
Generator (Under 10 Kw)	$26.27	$27.06	$27.87
Trailer Mounted Vacuum Excavator & Valve Turner	$88.25	$90.90	$93.62
6 " Pump/Hose	$32.57	$33.55	$34.55
4" Pump/Hose	$27.32	$28.14	$28.98
3" Pump/Hose	$22.59	$23.27	$23.97
Barricades----------DAILY COST	$3.15	$3.24	$3.34
Traffic Control Signs------DAILY COST	$1.58	$1.63	$1.68
NOTE: 2019 rates reflect a 3% increase of 2018 rates			

EXHIBIT "C" (CSM)

Document # 1484868
WASHINGTON COUNTY WISCONSIN
2019-11-20 2:05:00 PM
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: $30.00
Pages: 5

CERTIFIED SURVEY MAP NO. _____

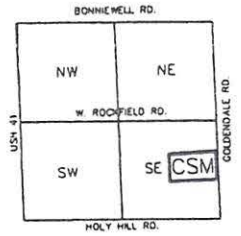
BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 6913, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

○ – INDICATES 1" IRON PIPE SET
◉ – INDICATES ¾" IRON ROD FOUND

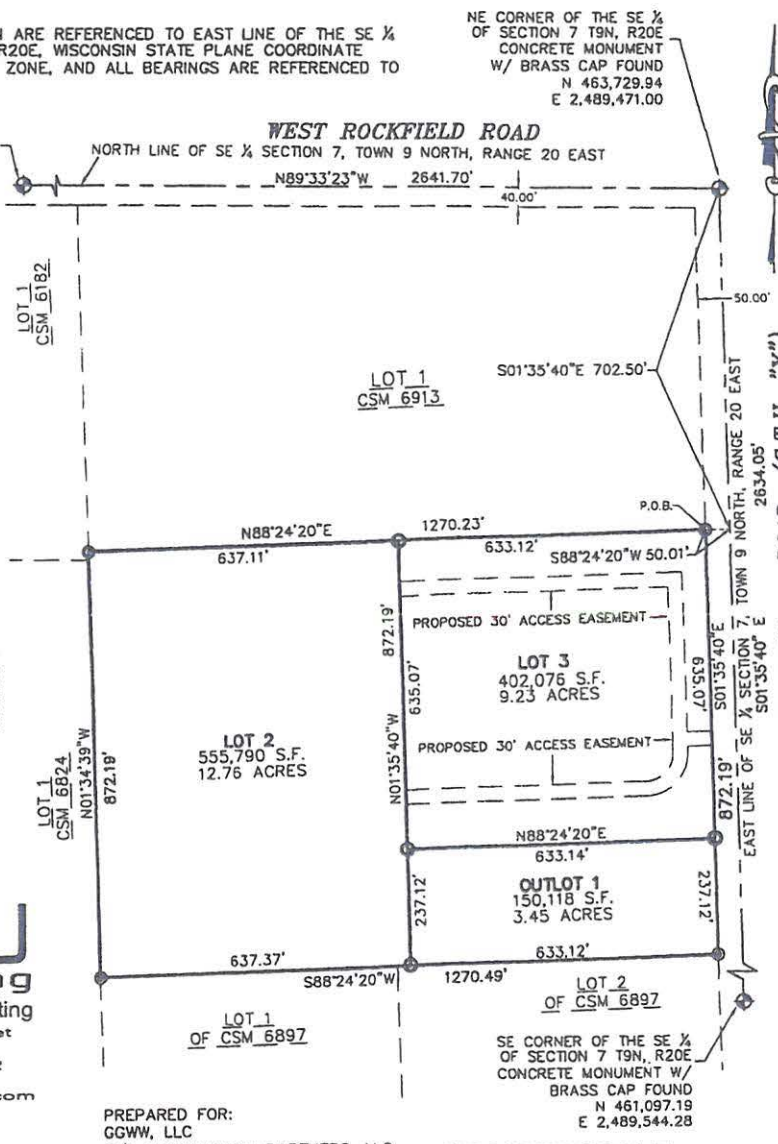
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

ALL BEARINGS SHOWN ARE REFERENCED TO EAST LINE OF THE SE ¼ OF SECTION 7, T9N, R20E, WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE, AND ALL BEARINGS ARE REFERENCED TO GRID NORTH.

NOTES:
1. ACCESS TO C.T.H. "Y" ALLOWED PER WASHINGTON COUNTY ACCESS PERMIT ONLY.
2. SETBACKS ARE BASED ON THE M-1 ZONING REQUIREMENTS AS OF 08-30-19.
3. SEE SHEET 2 OF 5 FOR SETBACKS AND EASEMENT DETAILS



LOCATION MAP
SEC. 7-9-20
1" = 2000'



CJ engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

PREPARED FOR:
GGWW, LLC
C/O GERMANTOWN PARTNERS, LLC
626 E WISCONSIN AVE.
MILWAUKEE, WI 53202
(414) 271-6100

GRAPHIC SCALE
0 300 600
1 INCH = 300 FT.

WISCONSIN
CHRISTOPHER A. JACKSON
S-2851
WAUWATOSA, WI
LAND SURVEYOR
10-10-19

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

PAGE 1 OF 5

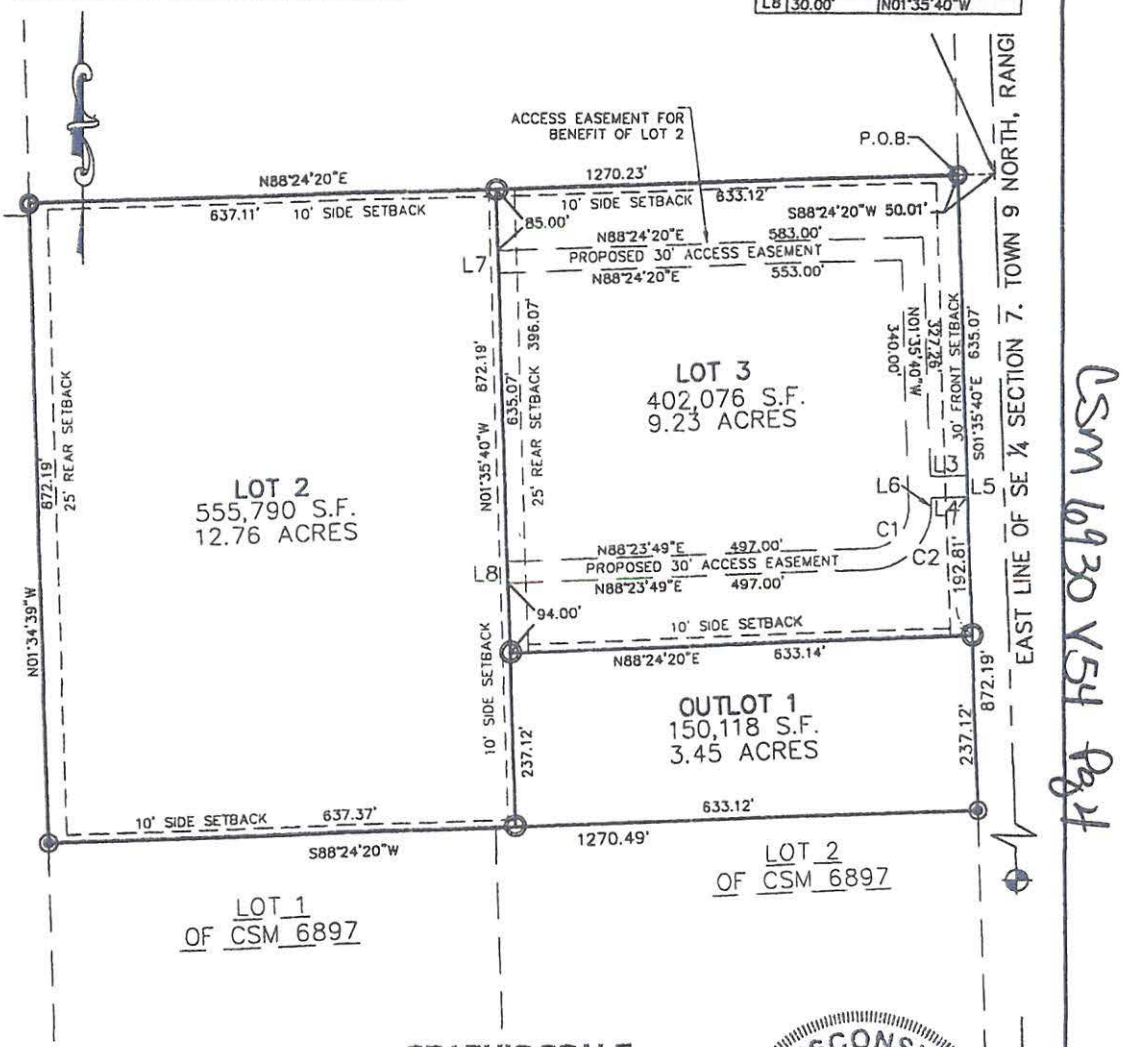
CSM 6930 Vol Pg 3

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 6913, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

CURVE TABLE	
C1. L=87.97' R=56.01' CENT. ANGLE=89°59'29" CH. BRG.=N43°24'24" CHORD = 79.20'	C2. L=135.09' R=86.01' CENT. ANGLE=89°59'24" CH. BRG.=N43°24'20"E CHORD = 121.62'

LINE TABLE		
	LENGTH	BEARING
L3	50.12'	S88°24'20"W
L4	50.12'	S88°24'20"W
L5	30.00'	S01°35'40"E
L6	12.74'	N01°35'40"W
L7	30.00'	N01°35'40"W
L8	30.00'	N01°35'40"W



GRAPHIC SCALE

0 200 400

1 INCH = 200 FT.

CJ engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

WISCONSIN
CHRISTOPHER A. JACKSON
S-2851
WAUWATOSA.
LAND SURVEYOR

10-10-19

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

CSM 6930 V54 p84

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 6913, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER JACKSON, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED AND DIVIDED A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 6913, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST ¼ OF SECTION 7, THENCE S 01°35'40" E 702.50 FEET ALONG THE EAST LINE OF SOUTHEAST ¼ OF SECTION 7; THENCE S 88°24'20" W 50.01 FEET TO THE WEST R.O.W. LINE OF GOLDENDALE ROAD AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE S 01°35'40" E ALONG SAID WEST R.O.W. LINE OF GOLDENDALE 872.19 FEET; THENCE S 88°24'20" W 1270.49 FEET; THENCE N 01°34'39" W 872.19 FEET; THENCE N 88°24'20" E 1270.23 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,108,005 SQUARE FEET OR 25.436 ACRES

THAT I HAVE MADE SUCH SURVEY, MAP AND LAND COMBINATION BY THE DIRECTION OF GGWW, LLC., OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE COMBINATION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE REGULATIONS OF THE VILLAGE OF GERMANTOWN IN SURVEYING, MAPPING AND COMBINING THE SAME.

DATED THIS 10th DAY OF OCTOBER, 20 19

CHRISTOPHER A. JACKSON
PROFESSIONAL LAND SURVEYOR, S-2851
STATE OF WISCONSIN

WISCONSIN
CHRISTOPHER A. JACKSON
S-2851
WAUWATOSA, WI
LAND SURVEYOR

CSM 6930 V54 Pg 5

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

PAGE 3 OF 5

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 6913, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

OWNER'S CERTIFICATE

GGWW LLC, A LIMITED LIABILITY COMPANY AND EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP.

IN WITNESS WHEREOF, GGWW LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY WILLIAM H WETTERAU, MANAGER, THIS 20 DAY OF November, 2019.

WILLIAM H WETTERAU, MANAGER

STATE OF WISCONSIN) SS
COUNTY)

PERSONALLY CAME BEFORE ME THIS 20 DAY OF November, 2019, WILLIAM H WETTERAU, TO ME KNOWN TO BE THE MANAGER OF GGWW, LLC. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID LLC AND ACKNOWLEDGED THE SAME.

Ben Hubrich
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 5/26, 2021

NOTARY PUBLIC BEN HUBRICH STATE OF WISCONSIN

WISCONSIN CHRISTOPHER A. JACKSON S-2851 WAUWATOSA, WI LAND SURVEYOR

10-10-19

CSM 10930 Vol 64 Pg 6

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

PAGE 4 OF 5

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 6913, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF GERMANTOWN ON THIS 11 DAY OF November 2019

DEAN WOLTER, CHAIRMAN — DATE 11-18-19

LAURA A. JOHNSON, SECRETARY — DATE 11-19-19

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

PERSONALLY CAME BEFORE ME THIS 18th DAY OF November, 2019, DEAN WOLTER AND LAURA A. JOHNSON, TO ME KNOWN TO BE THE CHAIRMAN AND SECRETARY OF THE VILLAGE OF GERMANTOWN PLANNING COMMISSION. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 5/25, 2021

NOTARY PUBLIC BEN HUBRICH STATE OF WISCONSIN

VILLAGE OF GERMANTOWN BOARD APPROVAL

THIS CERTIFIED SURVEY MAP, BEING A DIVISION OF SE ¼ SECTION 7, 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 ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF GERMANTOWN ON THIS 18 DAY OF November, 2019

DEAN WOLTER, VILLAGE PRESIDENT — DATE 11-18-19

DEANNA BRAUNSCHWEIG, WCMC/CMC, VILLAGE CLERK — DATE 11-18-19

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

PERSONALLY CAME BEFORE ME THIS 18th DAY OF November, 2019, DEAN WOLTER AND DEANNA BRAUNSCHWEIG, TO ME KNOWN TO BE THE PRESIDENT AND CLERK OF THE VILLAGE OF GERMANTOWN BOARD. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 5/25

NOTARY PUBLIC BEN HUBRICH STATE OF WISCONSIN

WISCONSIN CHRISTOPHER A. JACKSON S-2851 WAUWATOSA WI LAND SURVEYOR
10-10-19

CSM 6930 VS4 Pg 7

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

PAGE 5 OF 5

CERTIFIED SURVEY MAP NO. _____

Document # 1480025
WASHINGTON COUNTY WISCONSIN
2019-09-18 8:53:00 AM
Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: $30.00
Pages: 4

BEING A REDIVISION OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP No. 5959, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

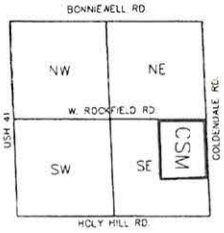
O – INDICATES 1" IRON PIPE SET
◉ – INDICATES ¾" IRON ROD FOUND

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

ALL BEARINGS SHOWN ARE REFERENCED TO EAST LINE OF THE SE ¼ OF SECTION 7, T9N, R20E, WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE, AND ALL BEARINGS ARE REFERENCED TO GRID NORTH.

NOTES:
1 THE ACCESS RESTRICTION TO GOLDENDALE RD. (C.T.H. "Y") AS SHOWN ON CSM NO. 5959 IS REMOVED BY THIS CSM.
ACCESS TO C.T.H. "Y" ALLOWED PER WASHINGTON COUNTY ACCESS PERMIT ONLY.

2. SETBACKS ARE BASED ON THE M-1 ZONING REQUIREMENTS AS OF 08-30-19.



LOCATION MAP
SEC. 7-9-20
1" = 2000'



CJ engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

PREPARED FOR:
GGWW, LLC
C/O GERMANTOWN PARTNERS, LLC
626 E WISCONSIN AVE.
MILWAUKEE, WI 53202
(414) 271-6100

GRAPHIC SCALE
0 300 600
1 INCH = 300 FT.

9-11-19

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

PAGE 1 OF 4

Vol 93 Pg 982 Doc 6412

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP No. 5959, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER JACKSON, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED AND DIVIDED A REDIVISION OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP No. 5959, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST ¼ OF SECTION 7, THENCE N 89°33'23" W 50.03 FEET ALONG THE NORTH LINE OF SAID SE 1/4 SECTION; THENCE S 01°35'40" E 40.03 FEET TO THE SOUTH R.O.W. LINE OF WEST ROCKFIELD ROAD, THE WEST R.O.W. LINE OF GOLDENDALE ROAD AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE S 01°35'40" E ALONG SAID WEST R.O.W. LINE OF GOLDENDALE 1536.45 FEET; THENCE S 88°24'20" W 1270.49 FEET; THENCE N 01°34'39" W 1581.64 FEET TO THE SOUTH R.O.W. LINE OF ROCKFIELD ROAD; THENCE S 89°33'23" E ALONG SAID SOUTH R.O.W. LINE, 1270.83 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,983,391 SQUARE FEET OR 45.532 ACRES

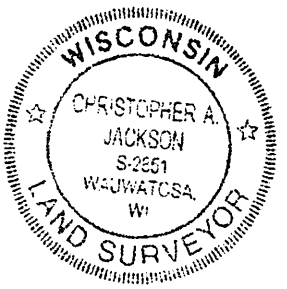
THAT I HAVE MADE SUCH SURVEY, MAP AND LAND COMBINATION BY THE DIRECTION OF GGWW, LLC., OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE COMBINATION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE REGULATIONS OF THE VILLAGE OF GERMANTOWN IN SURVEYING, MAPPING AND COMBINING THE SAME.

DATED THIS 11th DAY OF SEPTEMBER 2019.

CHRISTOPHER A. JACKSON
PROFESSIONAL LAND SURVEYOR, S-2851
STATE OF WISCONSIN



Map 6913 Vol 53 Pg 286

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP No. 5959, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

OWNER'S CERTIFICATE

GGWW LLC, A LIMITED LIABILITY COMPANY AND EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP.

IN WITNESS WHEREOF, GGWW LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY WILLIAM H WETTERAU, MANAGER, THIS 12 DAY OF SEPT, 2019.

WILLIAM H WETTERAU, MANAGER

STATE OF WISCONSIN) SS
COUNTY)

PERSONALLY CAME BEFORE ME THIS 12 DAY OF Sept, 2019, WILLIAM H WETTERAU, TO ME KNOWN TO BE THE MANAGER OF GGWW, LLC. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID LLC AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 12/25, 2019

NOTARY PUBLIC SAMUEL D. DICKMAN STATE OF WISCONSIN

WISCONSIN CHRISTOPHER A. JACKSON S-2851 WAUWATOSA WI LAND SURVEYOR

9-11-19

Doc 6813 Vol 53 Pg 287

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP No. 5959, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF GERMANTOWN ON THIS 9 DAY OF September 20 19

Dean M Wolter — 9-16-19

DEAN WOLTER, CHAIRMAN — DATE

Laura A. Johnson — 9-16-19

LAURA A. JOHNSON, SECRETARY — DATE

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

PERSONALLY CAME BEFORE ME THIS 16 DAY OF September, 2019, DEAN WOLTER AND LAURA A. JOHNSON, TO ME KNOWN TO BE THE CHAIRMAN AND SECRETARY OF THE VILLAGE OF GERMANTOWN PLANNING COMMISSION. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC BEN HUBRICH STATE OF WISCONSIN

Ben Hubrich
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES May 25th, 2021

VILLAGE OF GERMANTOWN BOARD APPROVAL

THIS CERTIFIED SURVEY MAP, BEING A DIVISION OF SE ¼ SECTION 7, 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 ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF GERMANTOWN ON THIS 16 DAY OF September 20 19

Dean M Wolter — 9-16-19

DEAN WOLTER, VILLAGE PRESIDENT — DATE

Deanna Braunschweig — 9-16-19

DEANNA BRAUNSCHWEIG, WCMC/CMC, VILLAGE CLERK — DATE

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

PERSONALLY CAME BEFORE ME THIS 16 DAY OF September, 2019, DEAN WOLTER AND DEANNA BRAUNSCHWEIG, TO ME KNOWN TO BE THE PRESIDENT AND CLERK OF THE VILLAGE OF GERMANTOWN BOARD. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND ACKNOWLEDGED THE SAME.

Ben Hubrich
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES May 25th, 2021

WISCONSIN CHRISTOPHER A. JACKSON S-2851 WAUWATOSA WI LAND SURVEYOR

9-11-19

NOTARY PUBLIC BEN HUBRICH STATE OF WISCONSIN

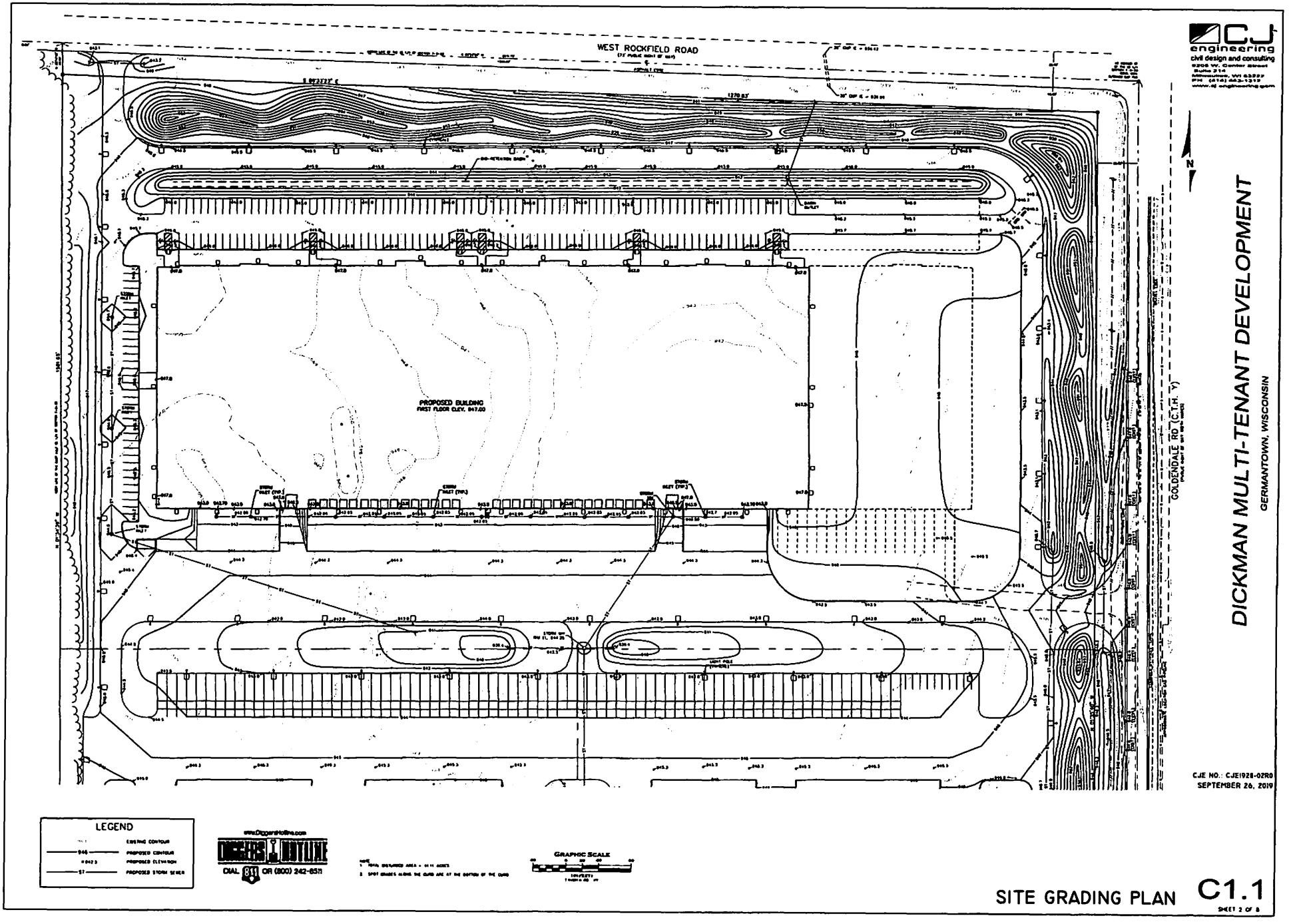
Vol 6913 Vol 53 Pg 288

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

PAGE 4 OF 4

EXHIBIT "D"
Approved Plans and Specifications

DICKMAN MULTI-TENANT DEVELOPMENT
GERMANTOWN, WISCONSIN
SITE GRADING PLAN
C1.0
SHEET 1 OF 8
C/E NO. CJE1928-2090
SEPTEMBER 26, 2019
GRAPHIC SCALE
COLDENDALE RD (CTH Y)
WEST ROCKFIELD ROAD
PROPOSED BUILDING
STORM WATER POND
LEGEND
EXISTING CONTOUR
PROPOSED CONTOUR
PROPOSED ELEVATION
PROPOSED STORM SEWER
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www.DiggersHotline.com
civil design and consulting
engineering



engineering
civil design and consulting

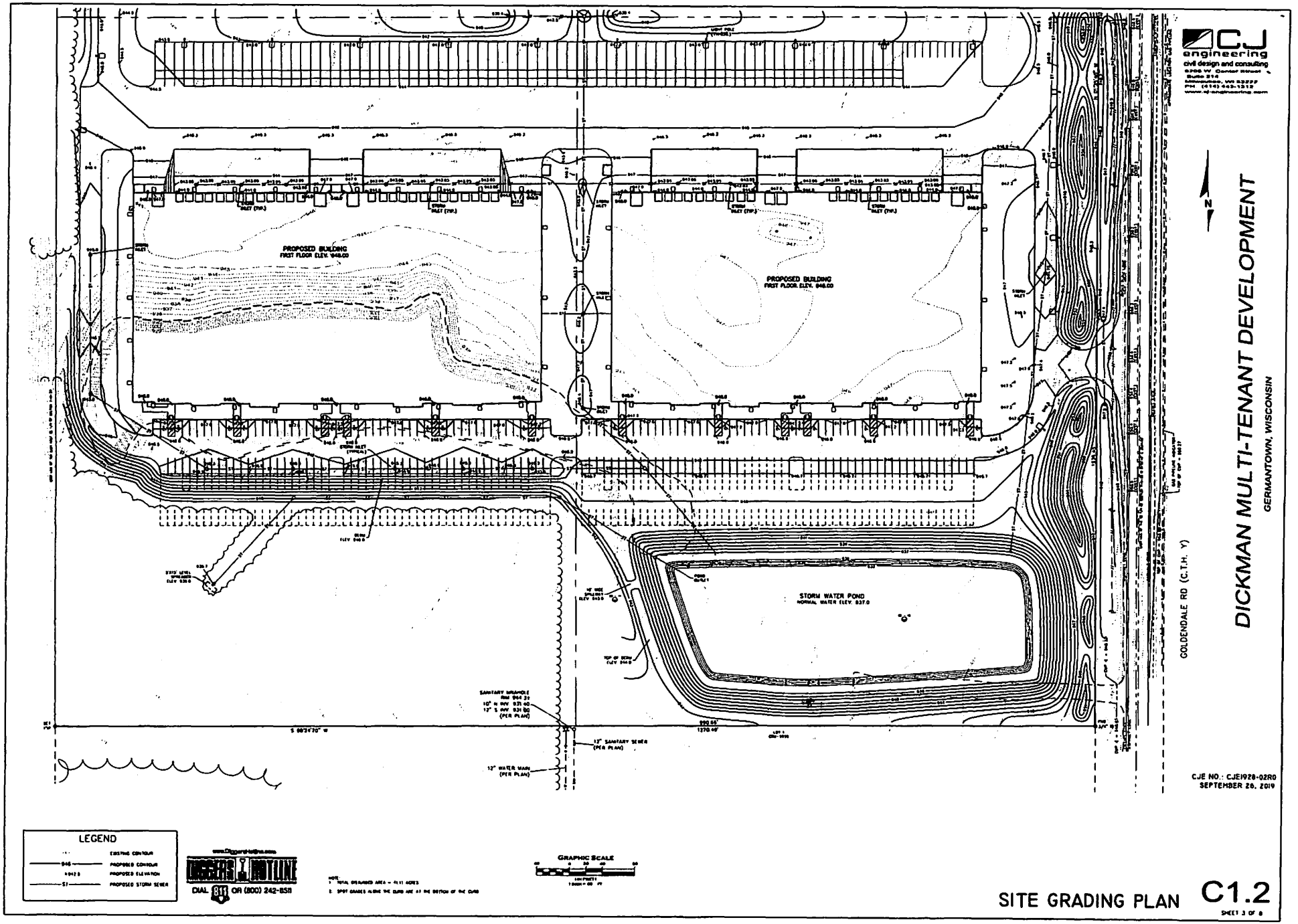
DICKMAN MULTI-TENANT DEVELOPMENT

GERMANTOWN, WISCONSIN

CJE NO.: CJE1928-02R0
SEPTEMBER 26, 2019

SITE GRADING PLAN C1.1

SHEET 2 OF 8



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civil design and consulting

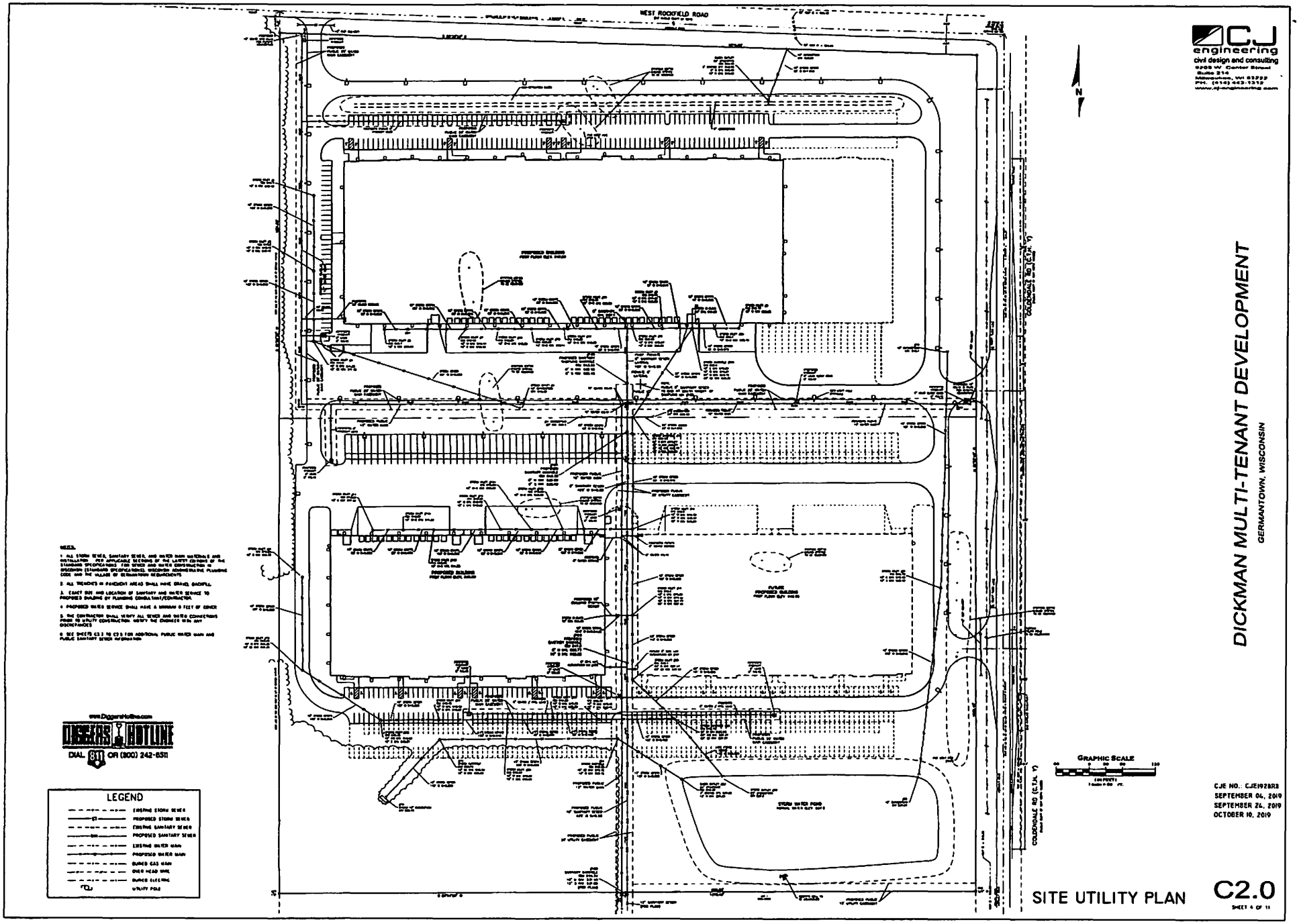
DICKMAN MULTI-TENANT DEVELOPMENT

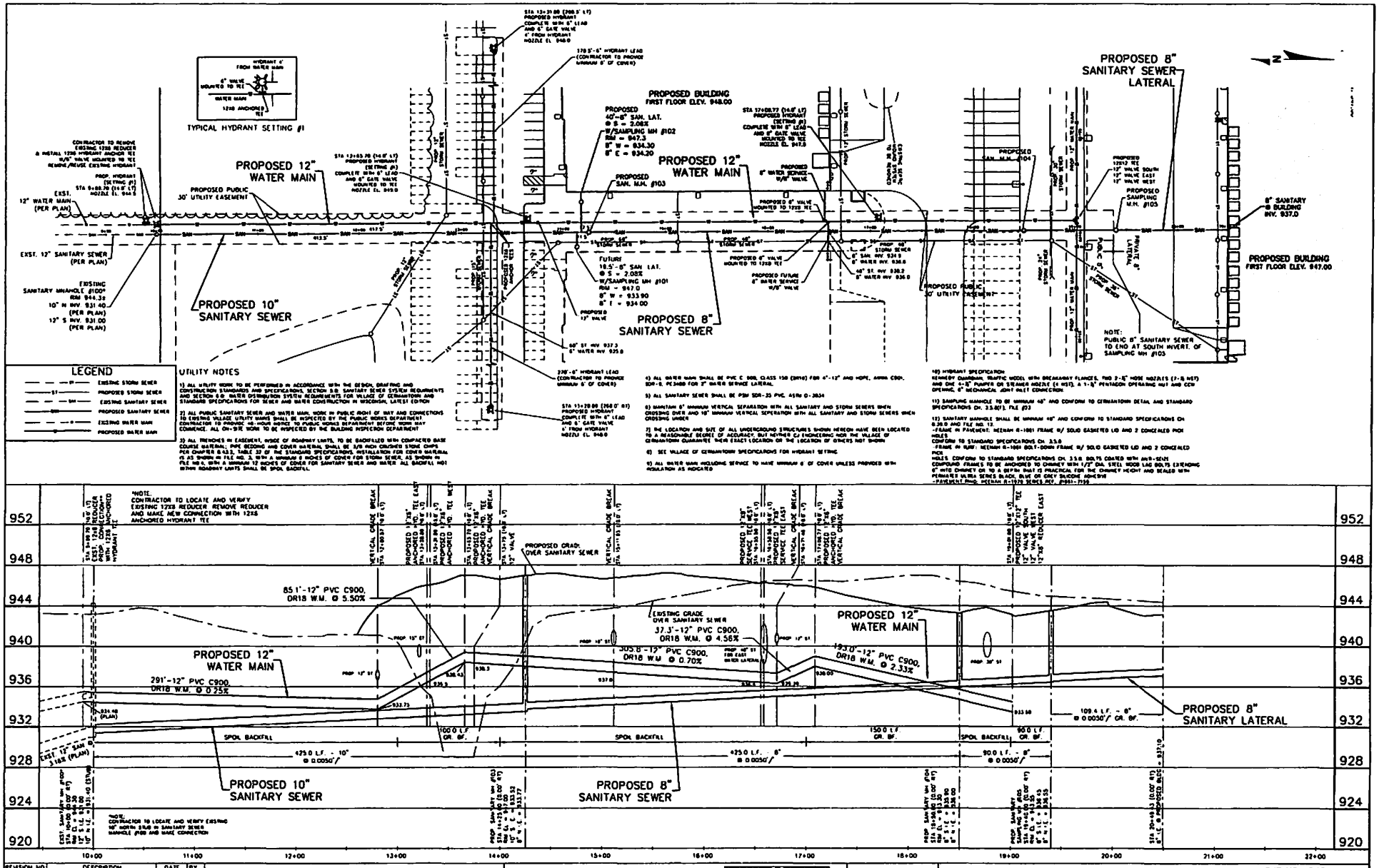
GERMANTOWN, WISCONSIN

CJE NO.: CJE1928-02R0
SEPTEMBER 26, 2019

SITE GRADING PLAN C1.2

SHEET 3 OF 8


WEST ROOFIELD ROAD
COLONDALE RD (C.T.H. Y)
N
GRAPHIC SCALE
LEGEND
EXISTING STORM SEWER
PROPOSED STORM SEWER
EXISTING SANITARY SEWER
PROPOSED SANITARY SEWER
EXISTING WATER MAIN
PROPOSED WATER MAIN
BURIED GAS MAIN
OVER HEAD WIRE
BURIED ELECTRIC
UTILITY POLE
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511
CJ engineering
civil design and consulting
DICKMAN MULTI-TENANT DEVELOPMENT
GERMANTOWN, WISCONSIN
CJE NO.: CJE1928R3
SEPTEMBER 04, 2019
SEPTEMBER 26, 2019
OCTOBER 10, 2019
SITE UTILITY PLAN
C2.0



REVISION NO	DESCRIPTION	DATE	BY
1	VILLAGE COMMENTS	10-10-19	RSB

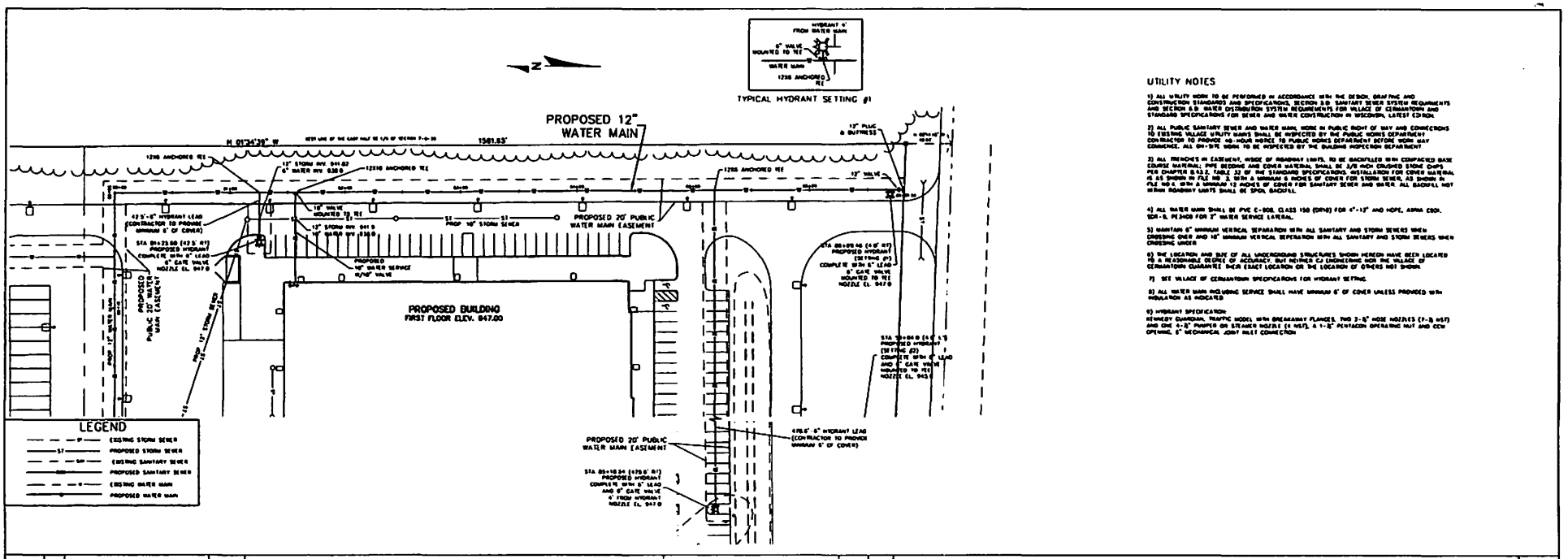
PUBLIC SANITARY AND WATER MAIN PLAN & PROFILE
DICKMAN MULTI-TENANT DEVELOPMENT
VILLAGE OF GERMANTOWN, WISCONSIN
W. POND DRIVE FROM TOWN HALL ROAD TO STA 24+00

CJ engineering
civil design and consulting
9205 W Center Street Suite 214
Milwaukee, WI 53222
www.cj-engineering.com
PH: (414)-443-1312

Toll Free (800) 242-8511

SCALE:
HORZ. 1"=40'
VERT. 1"=4'

CJE NO.: CJE1928R8
SEPTEMBER 24, 2019
C2.3
SHEET 7 OF 11



UTILITY NOTES

1) ALL UTILITY WORK TO BE PERFORMED IN ACCORDANCE WITH THE DESIGN, DRAFTING AND CONSTRUCTION STANDARDS AND SPECIFICATIONS, SECTION 2.0 SANITARY SEWER SYSTEM REQUIREMENTS AND SECTION 6.0 WATER DISTRIBUTION SYSTEM REQUIREMENTS, FOR VILLAGE OF GERMANTOWN AND STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION.

2) ALL PUBLIC SANITARY SEWER AND WATER MAIN WORK IN PUBLIC RIGHT OF WAY AND CONNECTIONS TO EXISTING VILLAGE UTILITY MAINS SHALL BE INSPECTED BY THE PUBLIC WORKS DEPARTMENT CONTRACTOR TO PROVIDE 48-HOUR NOTICE TO PUBLIC WORKS DEPARTMENT BEFORE WORK MAY COMMENCE. ALL ON-SITE WORK TO BE INSPECTED BY THE BUILDING INSPECTION DEPARTMENT.

3) ALL TRENCHES IN EASEMENT, OUTSIDE OF ROADWAY LIMITS, TO BE BACKFILLED WITH COMPACTED BASE COURSE MATERIAL; PIPE BEDDING AND COVER MATERIAL SHALL BE 3/8 INCH CRUSHED STONE CHIPS PER CHAPTER 8.43.2, TABLE 33 OF THE STANDARD SPECIFICATIONS. INSTALLATION FOR COVER MATERIAL #1 AS SHOWN IN FILE NO. 2. WITH A MINIMUM 4' INCHES OF COVER FOR STORM SEWER, AS SHOWN IN FILE NO.1, WITH A MINIMUM 12 INCHES OF COVER FOR SANITARY SEWER AND WATER. ALL BACKFILL NOT WITHIN ROADWAY LIMITS SHALL BE SPOIL BACKFILL.

4) ALL WATER MAIN SHALL BE PVC C-900, CLASS 150 (DR18) FOR 4"-12" AND HDPE, ASTM D3035-13, PE3408 FOR 2" WATER SERVICE LATERAL.

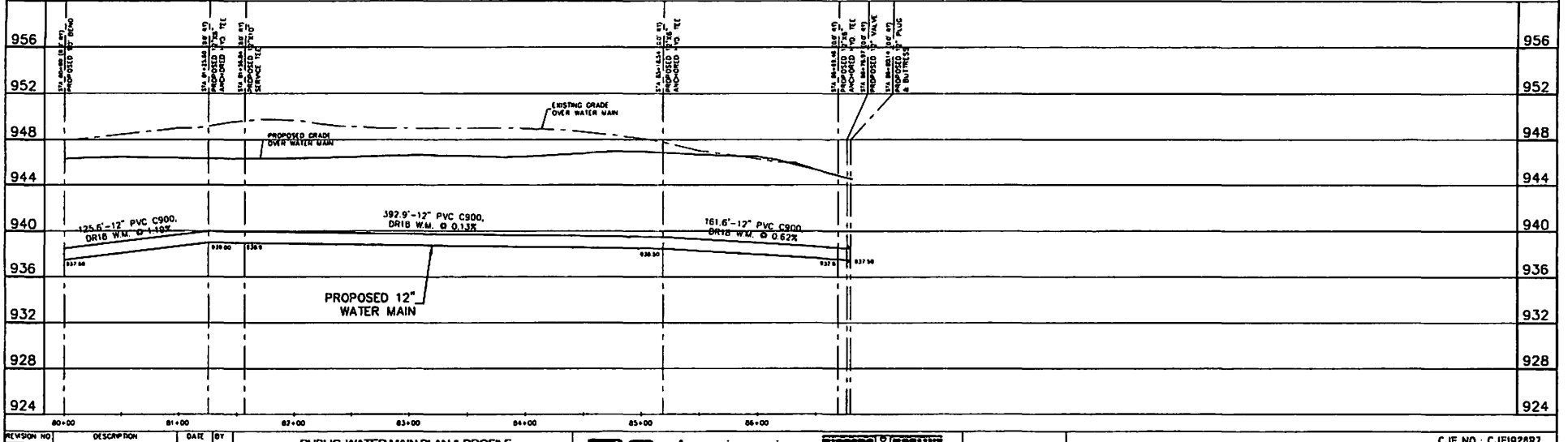
5) MAINTAIN 6" MINIMUM VERTICAL SEPARATION WITH ALL SANITARY AND STORM SEWERS WHEN CROSSING OVER AND 18" MINIMUM VERTICAL SEPERATION WITH ALL SANITARY AND STORM SEWERS WHEN CROSSING UNDER.

6) THE LOCATION AND SIZE OF ALL UNDERGROUND STRUCTURES SHOWN HEREON HAVE BEEN LOCATED TO A REASONABLE DEGREE OF ACCURACY, BUT NEITHER CJ ENGINEERING NOR THE VILLAGE OF GERMANTOWN GUARANTEE THEIR EXACT LOCATION OR THE LOCATION OF OTHERS NOT SHOWN.

7) SET VILLAGE OF GERMANTOWN SPECIFICATIONS FOR HYDRANT SETTING.

8) ALL WATER MAIN INCLUDING SERVICE SHALL HAVE MINIMUM 6' OF COVER UNLESS PROVIDED WITH INSULATION AS INDICATED.

9) HYDRANT SPECIFICATION:
KENNEDY GUARDIAN, TRAFFIC MODEL WITH BREAKAWAY FLANGES, TWO 2-½" HOSE NOZZLES (7-½ NST) AND ONE 4-½" PUMPER OR STEAMER NOZZLE (4 NST), A 1-½" PENTAGON OPERATING NUT AND CCW OPENING, 6" MECHANICAL JOINT INLET CONNECTION



REVISION NO	DESCRIPTION	DATE	BY
1	VILLAGE COMMENTS	10-10-19	RSB

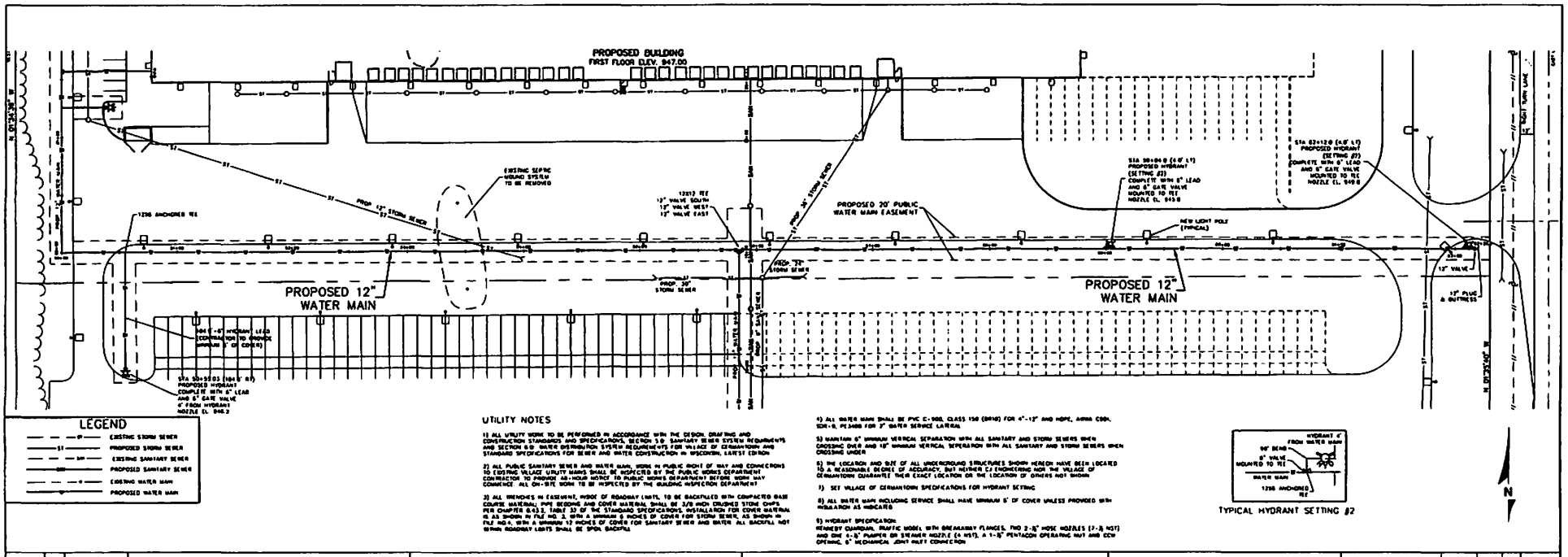
PUBLIC WATER MAIN PLAN & PROFILE
DICKMAN MULTI-TENANT DEVELOPMENT
VILLAGE OF GERMANTOWN, WISCONSIN
W. POND DRIVE FROM TOWN HALL ROAD TO STA 24+00

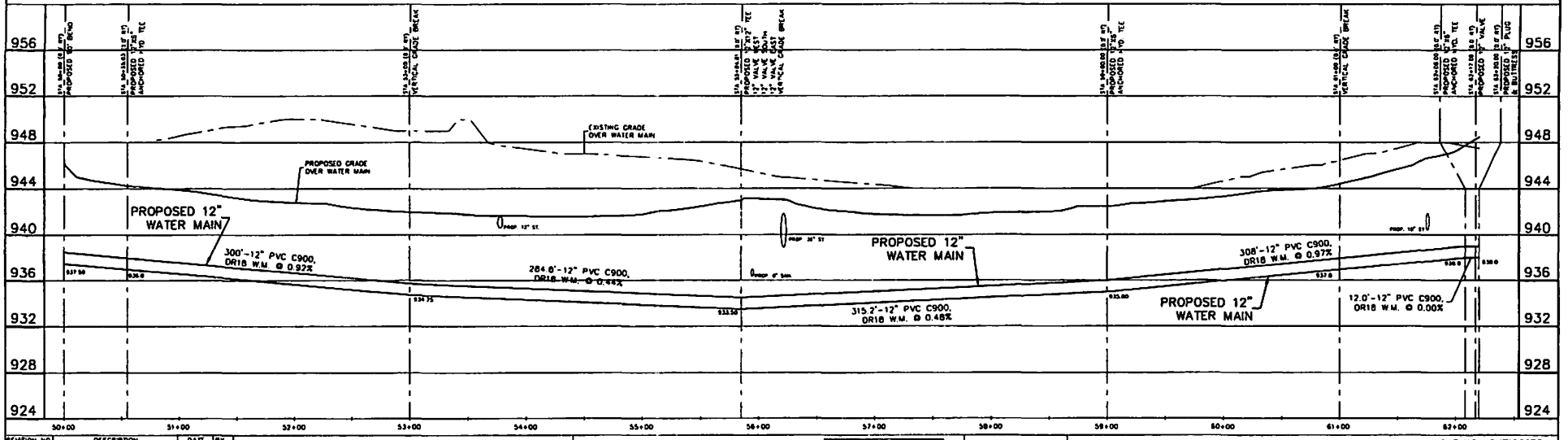
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Toll Free (800) 242-8511

SCALE:
HORZ. 1"=40'
VERT. 1"=4'

CJE NO.: CJE1928R7
SEPTEMBER 24, 2019
C2.5
SHEET 9 OF 11





REVISION NO.	DESCRIPTION	DATE	BY
1	VILLAGE COMMENTS	10-10-19	RSB

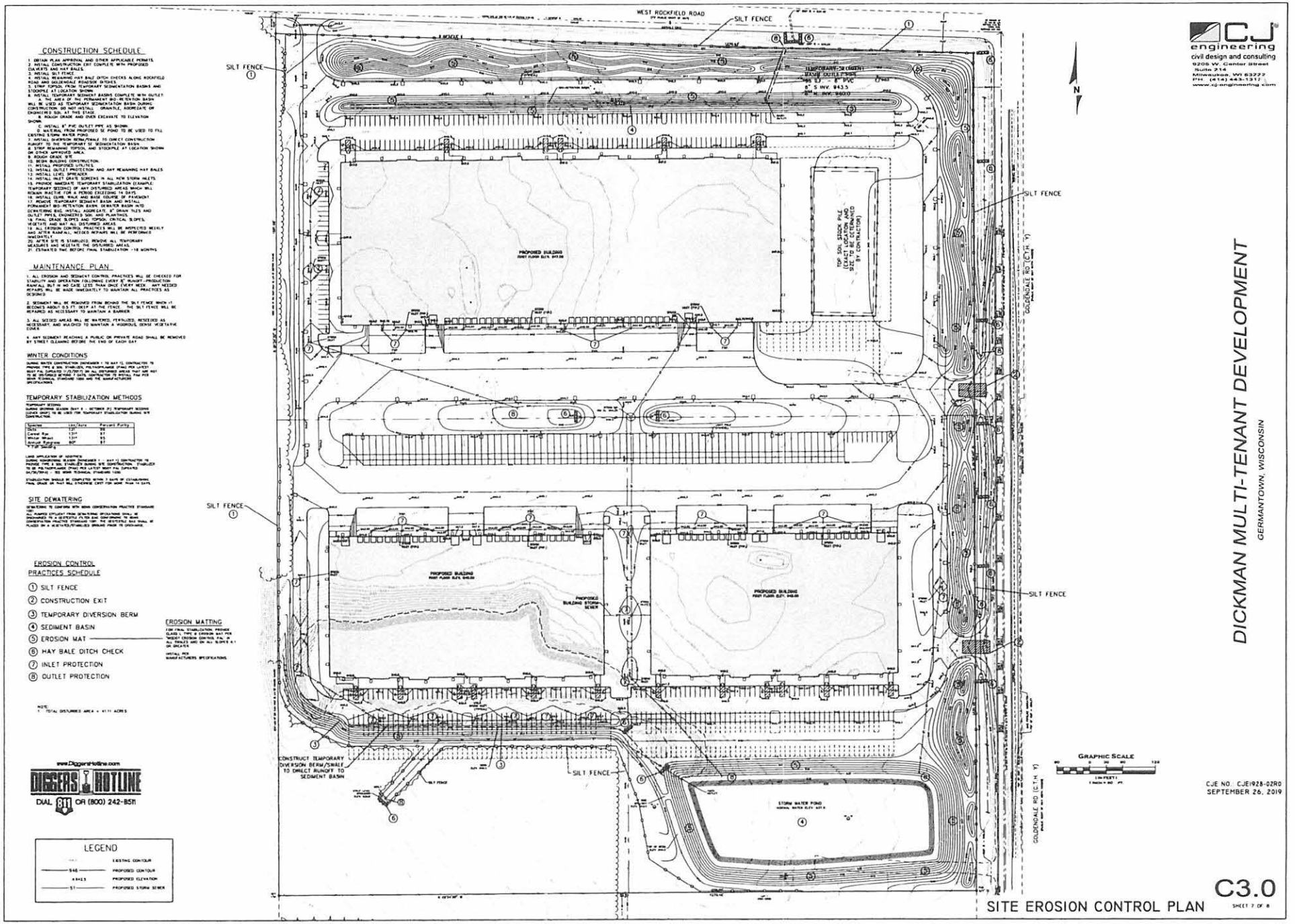
PUBLIC WATER MAIN PLAN & PROFILE
DICKMAN MULTI-TENANT DEVELOPMENT
VILLAGE OF GERMANTOWN, WISCONSIN
N. POND DRIVE FROM TOWN HALL ROAD TO STA 24+00

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SCALE:
HORZ. 1"=40'
VERT. 1"=4'

CJE NO.: CJE1928R7
SEPTEMBER 24, 2019
C2.4
SHEET 8 OF 11



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DICKMAN MULTI-TENANT DEVELOPMENT

GERMANTOWN, WISCONSIN

CJE NO.: CJE1928-02R0
SEPTEMBER 26, 2019

SITE EROSION CONTROL PLAN

C3.0
SHEET 7 OF 8

C4.0
SITE DETAILS
DICKMAN MULTI-TENANT DEVELOPMENT
GERMANTOWN, WISCONSIN
SEPTEMBER 26, 2019
engineering
civil design and consulting
SPILLWAY DETAIL
SOUTH POND DETAIL
24" PRECAST BASIN CONCRETE STANDPIPE
NORTH BIORETENTION BASIN DETAIL
LEVEL SPREADER
PRECAST STORM MH/INLET
CONSTRUCTION EXIT
OUTLET PROTECTION FOR ENDSECTION
SILT FENCE
SILT FENCE CONSTRUCTION SPECIFICATIONS
HAY BALE DITCH CHECK
INLET PROTECTION, TYPE D-W
CONCRETE SIDEWALK
CONCRETE PAVEMENT (LOADING DOCKS)
HEAVY DUTY ASPHALT PAVEMENT (TRUCK TRAFFIC AREA)
STANDARD DUTY ASPHALT PAVEMENT (PARKING AREA)
HANDICAPPED PARKING SIGN DETAIL
LOW SIDE CONCRETE CURB (H.S. CAD) DETAIL
HIGH SIDE CONCRETE CURB (H.S. CAD) DETAIL
HANDICAP CURB AND SIDEWALK RAMP TYPE 1
PVC HYDRANT BRANCH DETAIL
N.T.S.

GOLDENDALE ROAD GERMANTOWN, LLC
DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and Goldendale Road Germantown, LLC, hereinafter referred to as "Developer".

WHEREAS, the Developer owns Lot # 2 (14.186 acres) of Certified Survey Map No. 6897, being a redivision of Lot 1 of Certified Survey Map No. 5959 in the Northeast ¼ of the Southeast ¼ and the Southeast ¼ of the Southeast ¼ of Section 7, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, as identified in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has submitted a site plan for one (1) building on the parcel having 172,488sq. ft; with the possibility of a 26,000 sq. ft. expansion, the building will be a Pet Food manufacturing facility with associated office space (the "Development"); and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution facility in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, the Developer has proposed one (1) entrance on Gateway Court; and

WHEREAS, The Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the applicable provisions of that section and as directed by the Village Engineer or Village Board and consistent with the plans and specifications described in the

attached Exhibit D which have been approved by the Village ("Approved Plans"). It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer has designed and submitted and the Village Engineer has approved the Approved plans for all water supply facilities, including; 248 lf of 10 inch; 749 lf of 8 inch and 775 lf of 6 inch water main together with necessary valves, 4 fire hydrants and necessary water lateral to service the proposed building and authorization for construction has been given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

The pre-construction meeting was held prior to start of construction.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall install a sample manhole in line with the sanitary lateral. The sanitary lateral shall connect directly to an existing sanitary manhole located in gateway Court. The sampling manhole is to be private and the lateral to the building is private. Developer has designed and submitted, and the Village Engineer has approved all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities and authorization for construction has been given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 OTHER UTILITIES. All such services shall be located underground in accordance with applicable codes.

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Sec.17.43 of the Municipal Code, and, in addition, has undertaken the following measures to insure sediment control:

(1) Submitted an Erosion Control Plan which the Village Engineer has approved.

(2) Obtained an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for each building phase and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village Engineer. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village Engineer.

(3) Developer shall promptly undertake top soiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of the approved Erosion Control Plan shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer to restore compliance with the Erosion Control Plan. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may submit a draw request pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with the Erosion Control Plan or be considered a substitute or replacement for such measures.

(5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.06 STORM WATER DRAINAGE FACILITIES. Developer has submitted plans showing stormwater drainage from the Development discharging into two (2) existing storm drainage Ponds located on adjacent land to the north which is located on Lot # 2 of CSM #6913 and adjacent land to the southwest located on Lot #1 of CSM #6897. Developer has submitted and the Village Engineer has reviewed and approved storm water volumes to verify the proposed Ponds will be adequate to accommodate expected surface water flow within and through the Development. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 "Storm Water Management Requirements" and

Sec. 4.0 "Storm Water Conveyance System Requirements" and the Stormwater Management Plan for the Development as approved by the Village Engineer (the "SWMP"). All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Developer shall install all storm water management facilities as shown on the SWMP. Developer shall, to the Village's satisfaction, enter into appropriate agreements with the owner of the two adjoining parcels that allow for storm water from the Development to access the Ponds and that addresses responsibility for the perpetual maintenance of all storm water drainage and detention and retention facilities consistent with the SWMP and applicable Village ordinance.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted September 13, 2021.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense. (None are required.)

1.09 SIDEWALKS AND PATHWAYS. No sidewalks or pathways located in Public ROW on this Development.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec.18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec.18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the water supply and sanitary sewerage system construction. Developer agrees that no work shall be scheduled for the water supply and sanitary sewerage system improvements without the Village Engineers written approval of the starting date and schedule.

The pre-construction meeting was held between Developer, the Contractors and the Village prior to construction commencing.

2.02 BUILDING AND OCCUPANCY PERMITS. No temporary occupancy permits shall be issued until the sanitary sewer, sampling manhole, water main, storm sewer improvements and landscaping are installed consistent with Approved Plans, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer or Director of Public Works, all record drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below. All public improvements required by the Agreement shall be installed and accepted by the Public Works Committee prior to issuance of any final occupancy permits.

2.03 REQUIRED PLANS. Developer has submitted to the Village Engineer has approved all of the plans, profiles and specifications required by Sec.18.09 (3) of the Municipal Code. Required plans for improvements include the following:

(1) Master site grading
(2) Site Plan
(3) Water main record-drawings
(4) Erosion and sedimentation controls
(5) Water main extensions
(6) Sanitary Sampling Manhole
(7) Sanitary Sampling Manhole Record Drawings
(8) Sanitary Sewer Extensions
(9) Sanitary Sewer Record Drawings
(10) Landscaping

In addition, Developer has submitted and the Village Engineer has approved all specifications and authorized construction. [.]

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance of the public improvements, provide the Village with draft record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, Copy Tough media. Drawings shall include both Plan & Profile view. Record drawings shall include all public and private utilities including water main, sanitary sewer, storm sewer, pond outlet structure(s), emergency overflow area, sign plan and street lighting. GPS location of all pertinent items such as but not limited to pipe fittings, valves, hydrants, laterals, manholes, inlets, outfalls, street lighting (public) and traffic signs. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all public and private improvements. All record-drawing

measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of applicable Village Code. In the event that it should become necessary to mark Village-owned utilities through Digger's Hotline prior to the as-built record drawings for the same being provided to the Village, Developer shall be responsible for the marking.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer relating to the first phase of the Development under the Ordinances have been paid in full, (ii) copies of affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it First American Title Insurance Company, Inc. ("First Am") that no liens or other encumbrances (except those approved in writing by the Village) encumber the public improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or its Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Any sanitary sewer installation shall not be accepted until satisfactory pressure and vacuum test results are obtained. Upon completion of the sanitary sewer, water main and service laterals and acceptance of the systems by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the public improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer within two days of such inspection for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). Completion of the public improvements shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or in the remaining provisions of this article, shall be construed as exempting

Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

4.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees include:

(1)	Water:	$ 832.00/REC
(2)	Fire Protection:	$ 0.63549/$1000 Building Cost
(3)	Police Protection Facilities:	$ 0.2809/$1000 Building Cost
(4)	Sanitary Sewer Connection:	$ 4,469/REC

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. The REC Fees change annually with the current year REC Fee to be used at time of Building Permit issuance. These fees are payable at the time of Building Permit issuance.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the Development to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10(3) of the Municipal Code. The fee shall be calculated as follows:

2.25% of the first $250,000 of construction costs
1.75% of the next $250,000 of construction costs, and
1.25% of construction costs which exceed $500,000

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of $5,000 for a fee as per Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sections 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant and shall also be reimbursed for services rendered by the Village Attorney. Additionally, Developer shall reimburse the Village costs for inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as deemed necessary by the Village Engineer. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Estimated billings are also set forth on Exhibit A.

4.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this project.

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit A, for each phase of the Development prior to the issuance of a building permit for said phase of the Development on the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized three (3) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate government agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements for this Development in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ROADWAY MAINTENANCE. The development is comprised of internal private roadways. Developer shall be responsible for all damage to Gateway Court which was caused by vehicles and equipment entering and leaving the Development during construction.

5.06 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that the Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the subject site.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a financial guarantee (the "Financial Guarantee", which may be in the form of either a Letter of Credit or a Performance Bond at the option of the Developer), which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit C attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works & Highway Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works & Highway Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs. Notwithstanding any other provision to the contrary, the Developer's obligation to maintain a letter of credit shall not extend beyond 14 months from the date of substantial completion of all improvements as defined in section 236.13(2)(a)2, Wis. Stat., except as may be otherwise expressly agreed to by the Parties.

6.02 FORM. The form of the Financial Guarantee shall be approved by the Village Attorney prior to acceptance of the Financial Guarantee by the Village as satisfying Developer's obligation as provided in Section 6.01 above.

6.03 LIABILITY NOT RELEASED. The Financial Guarantee given hereunder is a security device only which in no manner limits the liability of Developer to the Village, however arising and regardless of the amount.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village under this Article VI, the Village reserves the right without notice or hearing to impose special assessments or charges for any third party costs actually incurred by the Village to construct the public improvements shown on the Approved Plans. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.05 REMEDIES. In the event of a material breach of this Agreement by the Developer, the Village shall, within a reasonable amount of time, give notice of such breach to the Developer. If Developer fails to remedy the breach within thirty (30) days of the notice (or such other amount of time to which the parties might agree or is reasonably necessary to remedy a breach) (the "Cure Period"), the Village shall have the option of ordering the Developer to not proceed any further with the construction and installation of the public improvements described in this Agreement until such time as the breach is remedied. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee on cause its contractor to guaranty all dedicated public improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Developer shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

7.03 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than $1,000,000.00.

(3) Property damage insurance having limits of not less than $500,000.00.

(4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or conveyed by Developer to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage to the Village because of work performed pursuant to, or in connection with the platting/subdivision of the Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

(1) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees but not punitive damages, fines, penalties, or consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;

(2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(3) the Village may at its own expense hire counsel or consultants to monitor the Claim;

(4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:

(i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and

(ii) Developer shall pay such reasonable costs and expenses incurred by the Village within thirty (30) days of receipt of written notice from the Village together with an invoice for work performed;

(6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The public improvement work required by this Agreement shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board.

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be funded as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, bureaucratic delays or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 APPROVAL TERMS. No tax-exempt use is authorized by the approvals granted by the Village.

9.02 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of utilities on the Property and shall replace the Predevelopment Agreement and that in the event of any conflict between the Development Agreement and the Predevelopment Agreement, the terms of the Development Agreement will control.

9.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

9.05 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Goldendale Road Germantown, LLC.

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Goldendale Road Germantown, LLC. as an agent of the same.

9.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

9.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.09 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

9.10 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

ARTICLE X - NON-ASSIGNMENT

This Agreement, which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village.

The Village expressly consent to affiliates of Developer developing future phases of the Development.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2022 which shall be the effective date of this Agreement.

DEVELOPER:

GOLDENDALE ROAD GERMANTOWN, LLC
By: GERMANTOWN PARTNERS LLC, Manager

By: _____
Samuel D Dickman, Agent

STATE OF WISCONSIN)
) SS
COUNTY)

Personally came before me this ____ day of _____, 2022, the above-named, Samuel D Dickman, Agent of Goldendale Road Germantown, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Managing Partner of said limited liability company and acknowledged that he executed the foregoing instrument in such capacity.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest By: _____
Deanna L Braunschweig, Village Clerk

Per Village Board Approval: Dated_____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2022, the above-named, Dean Wolter, Village President, and Deanna L Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

Approved as to form:

_____
Brian C. Sajdak, Village Attorney

This instrument was drafted by: Lawrence W. Ratayczak, P.E., Director of Public Works

DOCUMENT#: 1457454
Date:08-15-2018 Time:02:25 PM Pages: 6
Fee:$30.00 County:WASHINGTON State:WI

Sharon A. Martin
SHARON A MARTIN, REGISTER OF DEEDS
The above recording information verifies this document has been electronically recorded
Returned to Wisconsin Title, Closing and Credit Services

MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number	Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the 6th day of August, 2018, by and between ZPG Development LLC, a Wisconsin limited liability company **("Developer")**, and the **VILLAGE OF GERMANTOWN**, a municipal corporation of Washington County, Wisconsin **("Village")**.

Recording Area

Name and Return Address

Village of Germantown
Attn: Village Clerk
PO Box 337
Germantown WI 53022

PIN: _____

WITNESSETH:

WHEREAS, Developer and the Village entered into that certain Development Agreement dated August 6, 2018 **("Development Agreement")**. The full Development Agreement is available for inspection and copies can be obtained at the Village of Germantown Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Washington County, State of Wisconsin in order to place third parties on notice of the Development Agreement and the Developer's and the Village's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the Village hereby acknowledge as follows:

RECORDED ELECTRONICALLY
DOC. NO. 1457454
COUNTY Washington
DATE: 8-15-2018
WISCONSIN TITLE SERVICE
(262) 542-1700

MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number | Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the 6th day of August, 2018, by and between ZPG Development LLC, a Wisconsin limited liability company **("Developer")**, and the **VILLAGE OF GERMANTOWN,** a municipal corporation of Washington County, Wisconsin **("Village").**

Recording Area

Name and Return Address

Village of Germantown
Attn: Village Clerk
PO Box 337
Germantown WI 53022

PIN: _____

WITNESSETH:

WHEREAS, Developer and the Village entered into that certain Development Agreement dated August 6, 2018 **("Development Agreement").** The full Development Agreement is available for inspection and copies can be obtained at the Village of Germantown Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Washington County, State of Wisconsin in order to place third parties on notice of the Development Agreement and the Developer's and the Village's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the Village hereby acknowledge as follows:

1. **PROPERTY.** The **"Property"** is land located in the Village of Germantown, Washington County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the Village with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. COUNTERPART SIGNATURES. This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER:
ZPG Development LLC
By: Towne Realty, Inc., manager

By:_____
Name:
Title:

VILLAGE:

VILLAGE OF GERMANTOWN

By:_____
Dean Wolter, Village President

Attest:

By:_____
Deanna Boldrey, Village Clerk

STATE OF WISCONSIN)
) SS.
COUNTY)

Personally appeared before me this ____ day of August 2018, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of the Developer and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally appeared before me this 6th day of August 2018, the above-named Dean Wolter and Deanna Boldrey, Mayor and Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: January 21, 2020



IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER:
ZPG Development LLC
By: Towne Realty, Inc., manager

By: _____
Name: John W. Kersey
Title: Executive Vice President

VILLAGE:

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest:

By: _____
Deanna Boldrey, Village Clerk

STATE OF WISCONSIN
) SS.
Milwaukee COUNTY

Personally appeared before me this 8th day of August 2018, the above-named John W. Kersey, the Executive VP of Towne Realty, Inc., to me known to be the person who executed the foregoing agreement on behalf of the Developer and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: 6-17-21

NOTARY PUBLIC
TERRI A. BRATZ
STATE OF WISCONSIN

STATE OF WISCONSIN
) SS.
MILWAUKEE COUNTY

Personally appeared before me this ____ day of _____ 2018, the above-named Dean Wolter and Deanna Boldrey, Mayor and Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: _____

GUARANTOR:

Zilber Ltd.

By: _____
John W. Kersey, Executive Vice President
Date:

STATE OF WISCONSIN)
) SS.
COUNTY)

Personally appeared before me this 3rd day of August 2018, the above-named John W. Kersey, the Executive Vice President of Zilber Ltd., to me known to be the persons who executed the foregoing agreement on behalf of the Guarantor and by its authority.

_____
Notary Public State of Wisconsin
Terri A. Bratz
My commission expires: 6-17-21

NOTARY PUBLIC
TERRI A. BRATZ
STATE OF WISCONSIN

EXHIBIT "A"
LEGAL DESCRIPTION

Lots One (1) and Two (2) of CERTIFIED SURVEY MAP NO. 6824, being part of Lot One (1) of Certified Survey Map No. 51, all of Lot One (1) of Certified Survey Map No. 1963, all of Lot Two (2) of Certified Survey Map No. 6182, all of Lot One (1) and Lot Two (2) of Certified Survey Map No. 6660 and additional lands in the Southwest One-quarter (1/4) and Northwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Seven (7) and the Northeast One-quarter (1/4), Southeast One-quarter (1/4), Southwest One-quarter (1/4) and Northwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Seven (7), in Township Nine (9) North, Range Twenty (20) East, in the Village of Germantown, Washington County, Wisconsin, recorded in the Office of the Register of Deeds for Washington County on August 15, 2018 in Volume 52, Pages 306 to 311 inclusive, as Document No. 1457416.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County (the "Village"), ZPG Development LLC, a Wisconsin limited liability company ("Developer") and Zilber Ltd., a Delaware Corporation (the "Guarantor").

RECITALS:

WHEREAS, Developer has a contractual right to purchase approximately 151.17 acres of vacant land located in the Village of Germantown, which is more fully described in the attached Exhibit A (the "Property"); and

WHEREAS, Developer intends to develop the Property as a business park for office and light industrial uses to include up to approximately seven (7) individual buildings with an aggregate footprint up to approximately 2,000,000 sq. ft. (the "Project"); and

WHEREAS, the Project will necessitate the expansion of the Village's roadway infrastructure and water and sanitary sewer facilities to serve the Property, including but not limited to, the installation of water and sanitary sewer mains, roadway improvements, and storm water facilities being comprised of the "Village's Plans" (attached hereto as Exhibit B-1) and the "Developer's Plans" (attached hereto as Exhibit B-2), as the case may be; and

WHEREAS, the Village has taken the preliminary steps to establish a tax increment district known as Tax Incremental District No. 8 ("District") to finance the public works and improvements to service the Project pursuant to a Project Plan for the District (the "TID Project Plan"); and

WHEREAS, the Village has determined that to promote development, expand the tax base of the Village and to provide for job creation and retention, it is willing to provide some financial incentive to Developer to complete construction and commence operation of the Project; and

WHEREAS, Developer has provided financial information sufficient to demonstrate to the Village Board that Developer has need of financial incentive for the construction and operation of the Project to be financially viable within a reasonable time frame; and

WHEREAS, prudent fiscal management by the Village requires that this incentive to the Developer be provided with appropriate assurances to the Village that the Project will be developed substantially as presented to the Village; and

WHEREAS, the Village and Developer acknowledge that their respective rights and obligations under this Agreement shall be applicable to them only in the event that (i)

the District is established and the TID Project Plan is approved by the Village Board and the Joint Review Board, and (ii) Developer acquires the Property; and

WHEREAS, the Village and Developer acknowledge and agree that a high quality development is necessary in order to ensure that the District is successful and pays its costs solely from the increment generated by development within the District without resorting to general fund tax dollars; and

WHEREAS, the Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code of Germantown (the "Municipal Code") and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these Recitals, which are hereby made a part of this Agreement, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – DEVELOPER OBLIGATIONS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements on the Property required by the Village including those improvements required by Sec. 18.08 of the Municipal Code in accordance with the provisions of the Developer's Plans. It is the intent of this Agreement that all public improvements included and described as "Developer Obligations" herein and detailed in the Developer's Plans shall be installed on the Property, in a good and workmanlike manner by Developer with the exception of those improvements located offsite and to be installed by the Village as detailed in the Village's Plans and Article II.

1.02 BUSINESS PARK IMPROVEMENTS. Developer shall generally prepare the Property for use as a business park to include site grading and the installation of internal roads and water, sanitary sewer, storm water and other utilities as is more fully described herein. Additionally, Developer shall undertake initial development within the business park as follows:

(1) Construction of an approximately 700,000 sq. ft. building with a minimum assessed value including the real estate thereunder of $28,000,000 to be commenced not later than September 15, 2018, and substantially completed not later than December 1, 2019 ("Building 1"); and

(2) Construction of a second building with a minimum assessed value including the real estate thereunder of $5,000,000 to be substantially completed not later than December 31, 2020 ("Building 2").

(3) Upon the recording of a certified survey map creating and designating the separate parcel underlying each of Building 1 and Building 2, Developer and

Village shall execute an amendment to this Agreement specifically identifying the legal descriptions for each of Building 1 and Building 2.

1.03 WATER SUPPLY FACILITIES. Developer shall design and submit to the Village Engineer for approval the Developer's Plans, specifications and contract documents for all water supply facilities, including an extension of water main of a size to be reasonably established by the Village from the main to be installed by the Village within Holy Hill Road into the Property together with necessary private water laterals to service the proposed buildings for the complete development of the Property, before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 6.0 "Water Distribution System Requirements." All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. Any private water utility improvements (e.g., private water mains) installed in the future shall be maintained in accordance with the Village's standard-form Private Water Main Operation, Inspection and Maintenance Agreement. All public water main not within public right-of-way shall be constructed within an easement dedicated to the Village of Germantown. Water main and lateral trenches shall be aggregate slurry backfilled if installed in a previously existing roadway.

1.04 SANITARY SEWER FACILITIES. Developer shall design and submit to the Village Engineer for approval the Developer's Plans, specifications and contract documents for all sanitary sewer facilities, including an extension of sanitary sewer main of a size to be reasonably established by the Village from the Village sanitary sewer interceptor to be installed by the Village in Holy Hill Road into the Property, and all necessary laterals to service the proposed buildings, before authorization for construction will be given, in accordance with Sec. 18.08(7) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. Any such easement dedication to the Village shall be through an easement document containing specific terms to be associated with the easement prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches shall be aggregate slurry backfilled if installed in a previously existing roadway.

1.05 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone and/or other similar telecommunications facilities, and natural

gas facilities to be installed on the Property. All such services shall be located underground in accordance with applicable codes.

1.06 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may reasonably require or direct pursuant to Sec. 17.441 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

(1) Developer shall file and comply with an erosion control plan.

(2) Developer is required to obtain an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire project and until the vegetation has sufficient growth to control the run-off as shall be reasonably determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be reasonably determined by the Village's engineering staff.

(3) Developer shall promptly undertake topsoiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales, all in accordance with the Developer's Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper, as deemed necessary by the Village Building Inspector, Engineer and/or their assignees. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Developer shall remit payment within thirty (30) days of receipt of such invoice(s). Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

(5) Developer shall maintain all vegetation on undeveloped parcels and within drainage areas in a neat, orderly and weed-free appearance.

1.07 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval storm water drainage facilities adequate to accommodate expected surface water flow within and through the Property, in accordance

with Sec. 18.08(10) of the Municipal Code and Chapter 13 of the Milwaukee Metropolitan Sewerage District rules.

(1) Except as provided in Section 1.11(2), Developer agrees that it responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities ("Storm Water Facilities") located on the Property. Storm Water Facilities shall be maintained in the future according to the same performance standards to which they were constructed pursuant to Section 18.08(10), Municipal Code, namely, that they accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

(2) All Public Storm Water Facilities shall be installed in an easement and/or located in a designated future outlot parcel, provided for the benefit of all owners of the Property.

1.08 LANDSCAPING. Developer shall complete all landscaping in accordance with the landscaping plans to be filed with and approved by the Village and seeding, matting/mulching or sodding of Village right-of-way to the extent shown on the Developer's Plans, all to be completed prior to acceptance of the improvements by the Public Works Committee. Acceptance of the improvements by the Public Works Committee will not be delayed where landscaping would be completed but for adverse weather conditions or seasonality impacting completion. Any delay in completion due to adverse weather or seasonality shall not relieve Developer of the obligation to promptly complete the landscape improvement when weather permits.

1.09 STREET IMPROVEMENTS. Developer shall design and submit to the Village Engineer for approval all Developer's Plans, specifications and contract documents for all street improvements within the Property before authorization for construction will be given. This shall include those improvements to streets abutting the development in accordance with Sec. 18.08(15) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village.

1.10 LAND DEDICATION. If so requested by the Village, Developer shall dedicate not more than approximately two (2) acres of land within the Property to the Village for the purposes of installing a well, water tower, sanitary lift station and/or similar public improvements. Any request by the Village for dedication pursuant to this Section 1.10 shall be in writing, for a facility at a mutually agreeable location, and shall be at no cost to Developer. In the event the Village does not request a land dedication pursuant to this Section 1.10 within twenty-four (24) months of the date hereof, the Village's right to do so shall expire and be of no further force or effect.

1.11 ADDITIONAL REQUIREMENTS.

(1) Developer shall not convey title to any developable parcel of real estate within the Property, to any unrelated third party or unrelated entity without creating and recording protective covenants that have been approved by Village staff and legal counsel (the "Protective Covenants"), which in substance shall generally be consistent with the applicable Village ordinances in existence as of the date hereof. The Protective Covenants shall provide they may not be materially amended without the prior written consent of the Village. Application of this Section 1.11 specifically excludes the creation of easements or other dedications necessary or desirable for development and access purposes, and dedications to the Village, from the requirement to record Protective Covenants.

(2) Developer may create a nonprofit business park association (the "Business Park Association") to serve as an association of owners of industrial land within the Property, subject to the terms and conditions of the Protective Covenants. The Protective Covenants will provide that no building or other improvement may be erected without the prior written approval of the Business Park Association Review Board. Under the Protective Covenants, the Developer may assign the Developer's responsibility under Section 1.07(1) to the Business Park Association under such terms as the Village reasonably deems necessary to ensure appropriate and adequate maintenance of the Stormwater Facilities.

(3) The buildings and improvements to be constructed on the Property and their uses shall be in compliance with all applicable municipal zoning ordinances of the Village. The establishment of the District shall not obligate the Village to grant conditional uses or variances.

(4) Developer shall continuously and in good faith market the Project. Upon request, Developer shall provide periodic marketing status reports to the Village.

(5) The Guarantor shall enter into a guaranty agreement with the Village specifying that Guarantor shall guarantee completion of Developer's obligations to construct Building 1 and Building 2 (hereinafter in the Guaranty Agreement referred to as "Developer's Work"), in substantially the form attached hereto as Exhibit D.

ARTICLE II – VILLAGE OBLIGATIONS

2.01 PUBLIC UTILITY EXTENSIONS. The Village, entirely at its own expense as a project cost of the District, shall design, construct and install an extension of both the public water main and the public sanitary sewer interceptor from their current terminus located within Goldendale Road approximately 2,400 feet north of the intersection of Freistadt and Goldendale Roads (directly north of the Wisconsin & Southern Railroad tracks) to the intersection of Holy Hill Road and the proposed entrance road into the Property for the Project. The design and construction of the public utility extensions shall be done pursuant to the Village's Plans and shall be sufficient to serve and

accommodate the completed full development of industrial and/or office use buildings on the Property. The Village shall commence this construction not later than November 1, 2018, and complete all public utility extension work, including appropriate testing, inspection and completion of "punch-list" items, ready and available for connection to Developer's utility work, no later than March 1, 2019.

2.02 ROADWAY IMPROVEMENTS. The Village, entirely at its own expense as a project cost of the District, shall design, construct and install improvements to Holy Hill Road as shown on the Plans from the interchange of Holy Hill Road and I-41 to the proposed entrance to the Project pursuant to the Village's Plans. The Village shall commence this construction not later than March 1, 2019, and complete it not later than August 1, 2019. In addition, the Village, entirely at its own expense, shall be responsible for any other current and future public road improvements (including but not limited to the extension of the initial access road on the Property to be dedicated to the Village, and the related utility systems) that may be required to serve and accommodate the completed full development of industrial and/or office buildings on the Property, including any improvements (direct or indirect) required as a result of any current or future traffic impact analysis or similar studies that serve as a basis for current or future improvement requirements. The Village's financial commitment hereunder is limited to those costs traditionally paid for by the Village, and notwithstanding anything in this paragraph, WisDOT, Washington County and/or future developers on other properties within the Village shall contribute to these costs in the customary manner.

2.03 FINANCIAL INCENTIVE TO DEVELOPER. In consideration for the development and construction of the Project by Developer in the time and manner required herein, the Village agrees to pay a cash incentive to the Developer in the amount of One Million Six Hundred Thousand and 00/100 Dollars ($1,600,000.00) (the "Incentive"). The Incentive shall be a project cost of the District. Such payment shall be made upon Developer substantially completing the water main, sanitary sewer and roadway improvements called for hereunder in accordance with the Developer's Plans.

2.04 FINANCING. In order to finance the Village's obligations hereunder and under the TID Project Plan (the "TID Obligations"), the Village may issue bonds, notes or other debt instruments of its choice (the "Bonds"). It is intended that the principal and interest on the Bonds be paid from tax incremental revenues generated from the Property as it is developed and other real estate within the District, and/or capitalized interest available under the Bonds, in accordance with Wis. Stat. § 66.1105. The Bonds issued to finance the TID Obligations shall be in an amount adequate to finance all costs for such the TID Obligations.. The Village shall not assess the Property, nor charge Developer or any subsequent owner of any parcel of the Property, any "impact" or other assessment or fees which have the effect of (a) reimbursing the Village for improvements financed by the Bonds, or (b) paying the Village for municipal services provided to the District on a different basis than similar services supplied to other land in the Village; provided, however, that following completion of the TID Obligations, the Village may specially assess land in the District for subsequent repairs and replacements to the public improvements installed as part of the TID Obligations to the same extent and in the same manner that the Village assesses for repair or replacement of any other municipal

improvement upon similar real estate within the Village. The preceding sentence shall not prevent the Village from requiring the payment of (i) general real estate tax assessments, (ii) utility reserve capacity assessments (RCAs), hook-up fees and service charges, and (iii) any other similar "impact" fees or other assessments, fees or charges, as long as they apply consistently to all land in the Village.

ARTICLE III - CONSTRUCTION

3.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements on the Property contemplated by this Agreement to be installed by the Developer in accordance with the Developer's Plans. Developer has provided a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction, it being acknowledged that the Village and Village Engineer have approved the starting date and schedule. A pre-construction meeting shall be scheduled between Developer, the contractors and the Village prior to commencement of any construction on the public improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

3.02 OCCUPANCY PERMITS. No occupancy permits under Chapter 14 of the Municipal Code shall be issued until the water main, sanitary sewer, and storm sewer improvements are installed, inspected by the Village utilities and approved by the Village Engineer, all record-drawings are filed with the Village approved by the Village Engineer in accordance with Section 3.05 below, and all other improvements required by this Agreement are installed and accepted by the Public Works Committee unless otherwise agreed to by Village staff.

3.03 REQUIRED PLANS. Developer shall submit to the Village Engineer for approval all of the Developer's Plans, profiles and specifications required by Sec. 18.09(3) of the Municipal Code. Required plans for improvements shall include the following:

(1) Site grading plan; and

(2) Water main and storm sewer record-drawings, including plans for the Private Water System and sanitary sewer; and

(3) Erosion and sedimentation controls.

In addition, Developer shall submit to the Village Engineer for approval all specifications before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require reasonable document revisions and modifications to conform to Municipal Code.

3.04 EXISTING FLORA. Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses located within and on the berm along the northern edge of the Property and within the wetland areas which are protected and retained (e.g., those for

which a fill permit or other permit has not been granted). Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

3.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance (as defined below) of the improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main and fire hydrant lead and storm water management facilities. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department.

ARTICLE IV - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until (i) all applicable outstanding charges to be paid by Developer under the Municipal Code have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

Developer shall submit a written request to the Village Engineer for acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action and satisfaction of the conditions set forth in this Agreement, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 8.01 of this Agreement.

ARTICLE V - PAYMENT OF FEES

5.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the

Village. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village. A reasonable estimate of fees described herein has been provided by the Village to Developer and shall be included in the "Village Fee Schedule" attached hereto as Exhibit C. Final fees set to be paid by Developer shall not materially increase from the amounts shown on the Village Fee Schedule except as may result from a change in Developer's Plans.

5.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees shall consist of the following:

(1) Water:	$832.00/REC.
(2) Fire Protection:	$0.63549/$1000 Building Cost.
(3) Police Protection Facilities:	$ 0.2809/$1000 Building Cost.
(4) Sewer Connection Fee	$4,060.00/REC.

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of Building Permit issuance. One year following the issuance of the occupancy permit, Water and the Sewer Connection Fees paid hereunder shall be reviewed and adjusted based upon the average actual usage with a final settlement to be completed and payable within thirty (30) days of the completion of the review.

5.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the project to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10 (3) of the Municipal Code. The fee shall be calculated as follows:

2.25% of the first $250,000 of construction costs; and
1.75% of the next $250,000 of construction costs; and
1.25% of construction costs which exceed $500,000.

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of $5,000 for a fee as per Section 18.10(3) of the Municipal Code. The fee as calculated based upon the required improvements hereunder is as shown in Exhibit C.

5.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all

reasonable professional (technical and legal) fees incurred by the Village solely in connection with the improvements constructed by Developer within the Property. The Village shall be reimbursed for reasonable engineering and inspection services, whether provided by a staff engineer or technician or designated employee or by a consultant, and shall also be reimbursed for reasonable services rendered by the Village Attorney.

5.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this project.

ARTICLE VI - SPECIAL PROVISIONS

6.01 SEWER CONNECTIONS. Developer shall install sewer connections, grease interceptors and sampling manholes at the Property as required by Village code, however, any such connections, grease interceptors or sampling manholes associated with any specific building development shall not be the responsibility of Developer under this Agreement.

6.02 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property, including a wetlands delineation report. Approval of the subject development plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as shown on the approved plans, will not be allowed to grade, fill, or conduct any other type of development within seventy-five (75) feet of the high water mark of a navigable waterway or twenty-five (25) feet from a wetland, without first implementing appropriate shoreland protection measures and/or receipt of required approvals to conduct such work. A note regarding this restriction shall be placed on the Final Plat, if any.

6.03 OTHER UTILITIES. The Village and Developer understand that the general Germantown area, including the Property, may experience insufficient capacity in the future for gas and electric utility service as a result of existing use and new development in the general Germantown area. Both the Village and Developer understand that certain gas and electric service utilities may require system upgrades to service the general Germantown area (including the Property). If utility service system upgrades are necessary for the development of improvements on any of the Property parcels, the Village and the Developer agree to work in good faith to determine fair and reasonable solutions to fund such utility service system upgrades, each party acknowledging that such solutions may involve other third parties with a vested interest in the potential utility system upgrade(s).

ARTICLE VII - FINANCIAL GUARANTY

7.01 AMOUNT. Developer shall at the time of issuance of the initial building permit pay to the Village such funds as itemized in the Village Fee Schedule, in the form of a cash deposit or letter of credit, which shall assure the faithful performance of Developer's Obligations under this Agreement. The Village shall maintain these funds as security and upon an event of default by Developer pursuant to Section 9.02(1), the Village shall have the right to draw upon the security. Upon Developer's payment of any cost item set forth on the Village Fee Schedule, the Developer may request, and the Village so grant, a commiserate reduction in the cash deposit or letter of credit. The Village shall provide regular updates as to the balance of the funds. Upon final acceptance of the public improvements, there shall be a final settlement on the funds based upon actual costs, with any excess cash balance or the letter of credit instrument, as the case may be, promptly returned to Developer.

7.02 LIABILITY NOT RELEASED. All deposits given hereunder are security devices only which in no manner limit the liability of Developer to the Village, however arising and regardless of the amount.

7.03 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this financial guaranty, the Village reserves the right subject to the notice and cure requirements set forth in Section 9.02, to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the Property. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. As specifically related to Developer's obligations under this Agreement, this provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

7.04 REMEDIES. At the option of the Village and subject to the notice and cure requirements set forth in Section 9.02, a material breach of this Agreement shall result in the Village having the right to withhold the initial issuance of any and all occupancy permits until such breach is cured. In addition, subject to the notice and cure requirements set forth in Section 9.02, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property and/or draw upon the financial guaranty (whether certified check or letter of credit) to pay for the necessary cost for the Village to complete the public improvements in accordance with the Plans. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

7.05 ESTIMATED ASSESSED VALUE. Developer estimates that upon completion, and as of January 1, 2020, the equalized value of Building 1 of the Project will be not less than $28,000,000, and Developer agrees not to challenge any equalized assessed value of Building 1 up to $28,000,000, absent manifest error or mistake. Further, Developer estimates that upon completion, and as of January 1, 2021, the equalized value of Building 2 of the Project will be not less than $5,000,000.00, and Developer agrees not

to challenge any equalized assessed value of Building 2 up to $5,000,000.00, absent manifest error or mistake. If the Village performs all of its obligations under this Agreement and either of the first two buildings of the Project fail to reach their respective equalized assessed values specified above or if Developer successfully challenges and causes a reduction of the assessed value of Building 1 or Building 2 below those specified assessed values, then Developer shall pay to the Village an amount equal to the amount of the general property taxes that would have been due for Building 1 and/or Building 2, multiplying the Village's then current mill rate by the specified assessed value(s), less the amount of taxes actually paid for the building(s) (the "Differential Amount"), by way of the Village increasing the real estate tax bill amount in the same amount as the Differential Amount. Developer's obligations under this paragraph upon any default shall be collectible as general property taxes and any such delinquent amount shall constitute a lien upon Building 1 or Building 2, as the applicable case may be, as and in the same method, manner, status and legal existence as levied taxes are a lien pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627. Developer's responsibility or obligation for any Differential Amount hereunder shall run with the land, and upon the conveyance of title to Building 1 and/or Building 2, shall become the obligation and responsibility of any respective Successor owner(s) of Building 1 and/or Building 2, and Developer shall be released from any further obligation. Any responsibility or obligation hereunder shall also terminate upon the closure of TID No. 8. The language of this Section 7.05 notwithstanding, the Developer, its successors and assigns, shall have no obligation for any deemed Differential Amount in the case where the equalized assessed value drops below $33,000,000.00 due to a Force Majeure or casualty event, if the assessed value for the balance of the Property is sufficient to not cause a material impact to the overall financial health of the District at the time of the subject Force Majeure or casualty event. In the event that Wisconsin law changes with respect to the method of assessment for Building 1 and/or Building 2, the parties agree to negotiate in good faith as necessary to effectuate the purpose of this paragraph.

ARTICLE VIII - GUARANTEE AND INDEMNIFICATION

8.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee all dedicated improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as delivered in Article IV of this Agreement. Developer shall repair or replace any such improvements as reasonably required by the Village Engineer to eliminate such defects and shall pay for the actual damages incurred by Village property directly resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

8.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of Developer, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Village, its employees, agents or contractors), in connection with

Developer's performance of this Agreement. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after service of such suit upon the Village, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village. The Village shall indemnify and hold Developer harmless against and from any and all liability, judgments, costs and expenses incurred by Developer as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of the Village, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Developer, its employees, agents or contractors), in connection with the Village's performance of this Agreement. In every case where judgment is recovered against Developer and where notice of the pendency of the suit and an opportunity to defend the same has been given to the Village within ten (10) days after service of such suit upon Developer, the judgment shall be conclusive upon the Village, not only as to the amount of damages, but also as to its liability to Developer.

8.03 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, fines and penalties) resulting from or relating in any way to the presence of toxic or hazardous material or substances present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with this Agreement, provided that such materials or substances were likely present at the time of such dedication or conveyance; and, further provided, that such materials or substances exist on the Property because of the acts of Developer or Developer's contractors or employees. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

8.04 INDEMNIFICATION CLAIMS. Upon either the Village or Developer becoming aware of the occurrence of any event or the existence of any state of facts in respect of which such party has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

(1) The indemnified party shall provide the indemnifying party notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the indemnified party's failure to timely notify the indemnifying party shall not prevent or in any way impair recovery by such party unless the indemnifying party is materially prejudiced as a result of such failure;

(2) Subject to paragraphs (c) through (f) below, the indemnifying party diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(3) The indemnified party may at its own expense hire counsel or consultants to monitor the Claim;

(4) The indemnifying party shall not, without the prior written consent of the indemnified party, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(5) The indemnifying party shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the indemnified party, it fails to diligently defend, negotiate or settle such Claim. In the event that the indemnifying party has lost its right to defend, negotiate or settle any Claim: (i) the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the indemnifying party's cost and expense, to defend, negotiate and settle any Claim, and (ii) the indemnifying party shall pay such reasonable costs and expenses incurred by the indemnified party within twenty (20) days of receipt of written notice from the indemnified party;

(6) If the indemnifying party does not timely assume responsibility for any Claim, the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of the indemnifying party, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

8.05 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than $1,000,000.00.

(3) Property damage insurance having limits of not less than $500,000.00.

(4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

ARTICLE IX - TIME OF COMPLETION

9.01 COMPLETION DATE. Subject to the terms of this Agreement, Developer shall complete Building 1 and Building 2 of the Project, which shall include installation of utility service, construction and installation of the sanitary sewer and water main improvements, stormwater facilities, driveways, parking lots, landscaping berms, and all other site work and improvements as may be required pursuant to the Developer's Plans for the Project, consistent with the schedule identified in Section 1.02. Each building shall be deemed completed upon a certificate of occupancy (whether the certificate is temporary, final, conditional or unconditional) being issued by the Village and the Village accepting the water and sanitary sewer main extensions in accordance with the terms of this Agreement.

9.02 DEFAULT.

(1) The occurrence of any one or more of the following events shall constitute a default by Developer:

(a) Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before fifteen (15) days following written notice of such failure; or

(b) Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

(c) Developer:

(i) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or

(ii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(iii) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(iv) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or

(v) adopts a plan of complete liquidation of its assets.

(2) The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

(3) Upon the occurrence of any default by either party and following the notice requirements set forth above, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity.

(4) No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

(5) In the event of the default by either party, all reasonable fees, cost and expenses incurred by the nondefaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

9.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to

procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

ARTICLE X – NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) two business days following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, or (iv) upon transmission if by facsimile or email, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the Village:	Village of Germantown ATTN: Steven Kreklow, Administrator PO Box 337 N112 W17001 Mequon Road Germantown, WI 53022 Email address: skreklow@village.germantown.wi.us
AND a copy to:	Brian C. Sajdak, Esq. Wesolowski, Reidenbach & Sajdak, S.C. 11402 W. Church St. Franklin, WI 53132 Email address: brian@wrslegal.net
If to Developer:	ZPG Development LLC c/o Towne Realty, Inc., manager 710 N. Plankinton Avenue Suite 1200 Milwaukee, WI 53203 Attention: John W. Kersey, Executive Vice President Phone: 414-274-2509 Email address: John.Kersey@Zilber.com
AND a copy to:	Sandi DeLisle, Esq. Corporate Counsel, Zilber, Ltd. 710 N. Plankinton Avenue Suite 1200 Milwaukee, WI 53203 Phone: 414-274-2438 Email address: Sandi.DeLisle@Zilber.com
If to Guarantor:	Zilber Ltd. 710 N. Plankinton Avenue Suite 1200

Milwaukee, WI 53203
Attention: John W. Kersey, Executive Vice President
Phone: 414-274-2509
Email address: John.Kersey@Zilber.com

AND a copy to:

Sandi DeLisle, Esq.
Corporate Counsel, Zilber, Ltd.
710 N. Plankinton Avenue Suite 1200
Milwaukee, WI 53203
Phone: 414-274-2438
Email address: Sandi.DeLisle@Zilber.com

ARTICLE XI - GENERAL PROVISIONS

11.01 ORDINANCES AND REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. In the event any provision set forth in this Agreement is in conflict with any provision set forth in any other Village code or ordinance, this Agreement shall control.

11.02 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any building, lot or parcel of land within the Property.

11.03 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

11.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

11.05 OWNERSHIP. Developer certifies and warrants to the Village that as of the Effective Date (as defined below) of this Agreement it is the sole owner of the real estate that comprises the Property. Village hereby consents to the periodic transfer of certain parcels of the Property (to be created by approved certified survey maps(s)), to single-purpose entities controlled by Developer, for purposes of development of parcels within the Property and/or obtaining lender financing. Developer shall provide the Village written notice of such transfer and notwithstanding any such transfer, shall remain responsible for all Developer obligations as otherwise set forth herein.

11.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Developer as an authorized officer of the same.

11.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

11.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

11.09 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

11.10 REAL ESTATE TAXES. Developer agrees to timely pay or cause to be paid to the Village general property taxes assessed and levied by the Village in connection with the Project under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Developer further agrees that, until the closure of TID No. 8, it will not knowingly sell, lease, assign or otherwise transfer or convey any ownership interest in the Project to a person or entity that would directly result in the Property becoming exempt from general property taxation, nor otherwise use the Property in any manner that would cause all or a portion of the Property to be exempt from general property taxation unless the exempt entity or user first enters into a Payment in Lieu of Taxes (PILOT) Agreement with the Village upon such terms as are agreeable to the Village.

11.11 MEMORANDUM. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Washington County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached Exhibit E.

11.12 TERMINATION. This Agreement and all rights and obligations hereunder shall terminate upon the earlier to occur of (i) full performance by Developer and the Village of all of their respective obligations under this Agreement; and (ii) upon termination of the District. Upon such termination, the parties shall execute and record a termination of all Memorandum of Agreement(s) recorded against the Property.

11.13 TIME. Time is of the essence as to completion by the parties of their respective obligations, and is a critical component in success of the Project and the District.

The parties agree that all actions, approvals, and consents required herein, shall be acted upon promptly and with diligence, and shall not be unreasonably withheld, conditioned or delayed.

11.14 ASSIGNMENT. Prior to substantial completion of Building 2, this Agreement may not be assigned by the Developer without the Village's consent, which may be granted or withheld in the Village's sole discretion, provided, however, Developer may assign or partially assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the Village. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender(s) upon reasonable approval of the Village Attorney as to the form of the assignment. In the event that any such lender forecloses on its collateral and succeeds as Developer of the Property, the Village shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

11.15 EFFECTIVE DATE. This Agreement shall be binding on the Developer and deemed of full force and effect as of the date the Developer takes fee simple title to the Property ("Effective Date"). In the event Developer does not close on the acquisition of the Property, this Agreement shall be null and void.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this 6th day of August, 2018.

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

ZPG DEVELOPMENT LLC
By: Towne Realty, Inc., manager

By:_____
John W. Kersey, Executive Vice President

Personally came before me this 3rd day of August, 2018, the above-named, John W. Kersey, Executive Vice President of Towne Realty, Inc., to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged that he executed the foregoing instrument in such capacity.

By: Debra Lynn Boeder
Print Name: DEBRA LYNN BOEDER
Notary Public, State of Wisconsin
My Commission Expires: 03/05/2021

NOTARY PUBLIC
DEBRA LYNN BOEDER
STATE OF WISCONSIN

VILLAGE OF GERMANTOWN

By_____
Dean Wolter, Village President

ATTEST:

By Deanna L Boldrey
Deanna Boldrey, Village Clerk

Per Village Board Approval: Dated 7-2-18

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of August, 2018, the above-named, Dean Wolter, Village President, and Deanna Boldrey, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation.

By Jane C. Kassis
Print Name: Jane C. Kassis
Notary Public, State of Wisconsin
My Commission Expires: January 21, 2020

Approved as to form:

Brian C. Sajdak, Village Attorney

GUARANTOR:

ZILBER LTD.

By: _____

Name: John W Kersey

Its: Ex. V. P.

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 3RD day of August, 2018, the above-named, JOHN W. KERSEY, EXECUTIVE VICE PRESIDENT of Zilber Ltd., to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged that he ~~or she~~ executed the foregoing instrument in such capacity.

By: Debra Lynn Boeder
Print Name: DEBRA LYNN BOEDER
Notary Public, State of Wisconsin
My Commission Expires: 03/05/2021

NOTARY PUBLIC
DEBRA LYNN BOEDER
STATE OF WISCONSIN

EXHIBIT A

LEGAL DESCRIPTION

All of that land being part of Lot 1 of Certified Survey Map No. 51, all of Lot 1 of Certified Survey Map No.1963, all of Lot 2 of Certified Survey Map No. 6182, all of Lot 1 and Lot 2 of Certified Survey Map No. 6660 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 7 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, more specifically described as follows:

Beginning at the southeast corner of the Southwest 1/4 of said Section 7; Thence North 89°48'24" West along the south line of said Southwest 1/4, 93.49 feet; Thence North 00°11'36" East, 60.00 feet to the north right of way line of Holy Hill Road; Thence North 89°48'24" West along said north right of way line, 485.00 feet; Thence North 00°11'36" East along said right of way 20.00 feet; Thence North 87°28'44" West along said right of way, 498.12 feet; Thence North 14°41'01" West, 1694.54 feet to the south line of Lot 1 of Certified Survey Map No. 51; Thence South 89°19'53" East along said south line, 346.27 feet to the east line of said Lot 1; Thence North 00°49'53" West along said east line, 215.75 feet; Thence North 89°32'53" West, 114.05 feet; Thence North 00°49'53" West, 660.33 feet to the south right of way line of West Rockfield Road; Thence South 89°33'04" East along said south right of way line, 114.05 feet; Thence North 00°49'53" West, 33.01 feet to the north line of the southwest 1/4 of said Section 7; Thence South 89°33'04" East along said north line, 1100.45 feet to the Northeast corner of said Southwest 1/4; Thence South 89°3323" East along the north line of said Southeast 1/4, 660.43 feet; Thence South 01°34'09" East, 40.02 feet to the south right of way line of West Rockfield Road; Thence South 89°3323" East along said south right of way, 360.43 feet to the west line of Lot 1 of Certified Survey Map No. 6182; Thence South 01°34'39" East along said west line, 726.45 feet to the south line of said Lot 1; Thence South 89°3323" East along said south line, 300.00 feet to the east line of the West 1/2 of the Southeast 1/4 of said Section 7; Thence South 01°34'39" East along said east line, 1870.74 feet to the south line of said Southeast 1/4; Thence North 89°41'41" West along said south line, 523.92 feet; Thence North 02°21'50" West, 33.04 feet; Thence North 89°41'41" West, 300.00 feet; Thence North 02°21'50" West, 27.03 feet to the north right of way line of the aforesaid Holy Hill Road; Thence North 89°41'41" West along said north right of way line, 496.73 feet to the west line of the Southeast 1/4 of said Section 7; Thence South 01°33'39" East along said west line, 60.03 feet to the Point of Beginning.

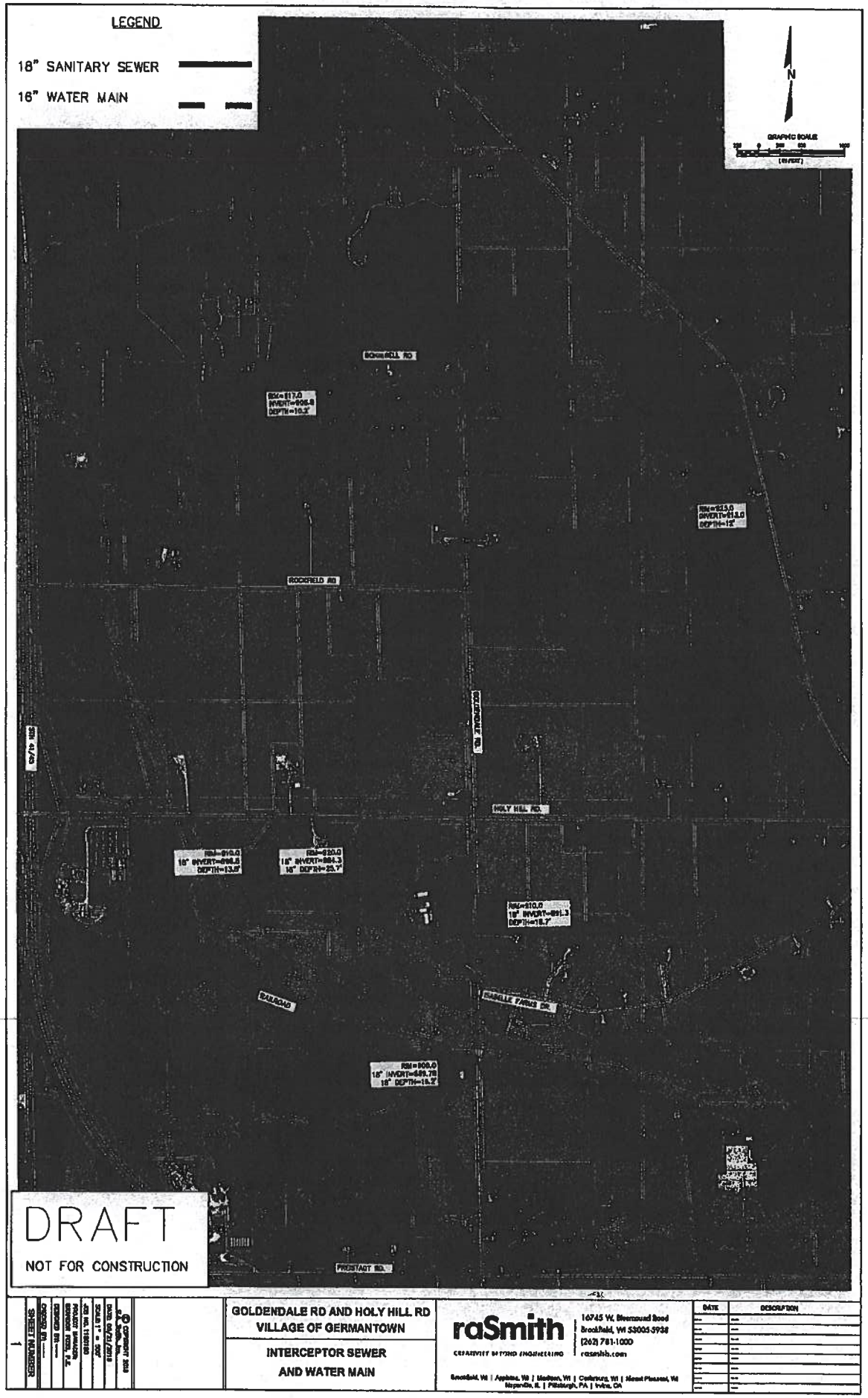
EXHIBIT B

IMPROVEMENT PLANS

EXHIBIT B-1

VILLAGE'S PLANS

(SEE ATTACHED)

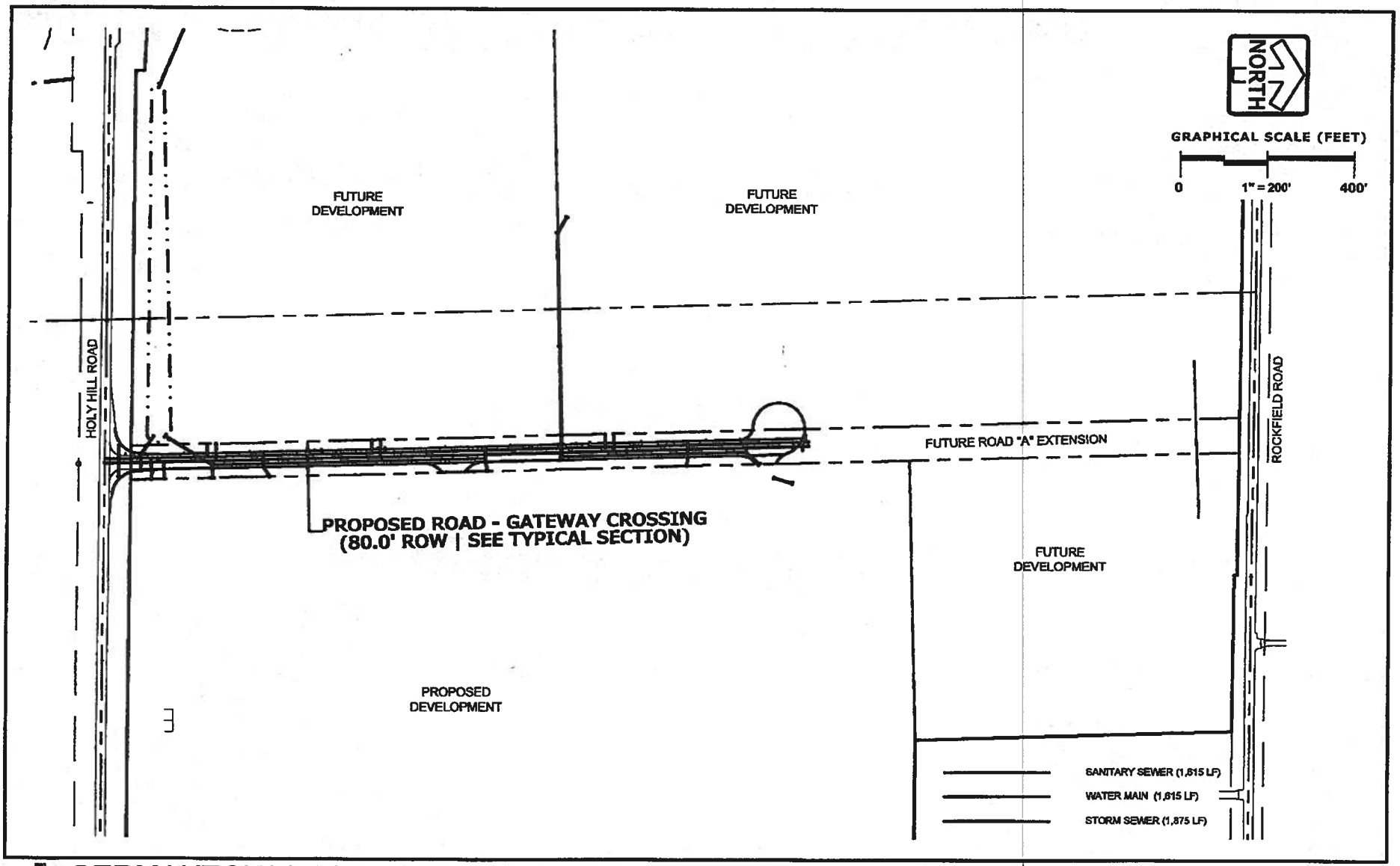


SHEET NUMBER 1	GOLDENDALE RD AND HOLY HILL RD VILLAGE OF GERMANTOWN INTERCEPTOR SEWER AND WATER MAIN	raSmith CREATIVITY BEYOND ENGINEERING 16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com Brookfield, WI | Appleton, WI | Madison, WI | Centennial, WI | Mount Pleasant, WI Naperville, IL | Pittsburgh, PA | Irvine, CA	DATE / DESCRIPTION

EXHIBIT B-2

DEVELOPER'S PLANS

(SEE ATTACHED)

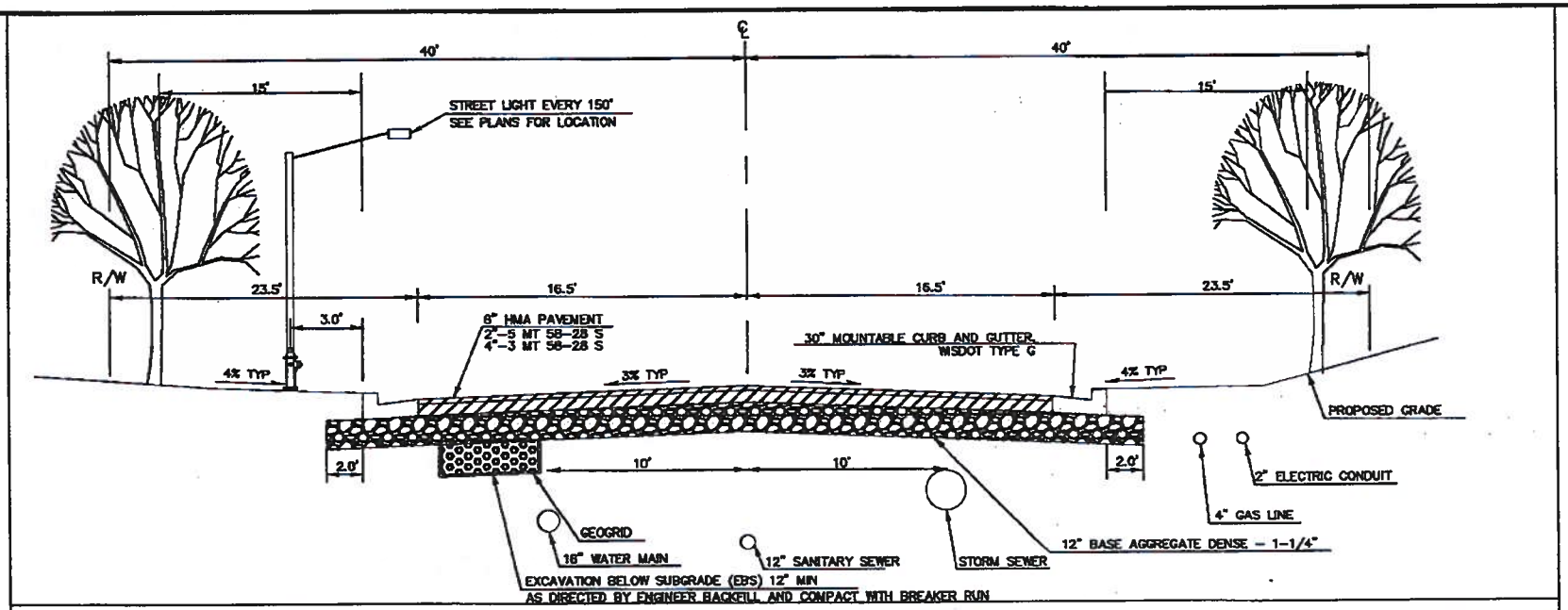


GERMANTOWN GATEWAY CORPORATE PARK - DEVELOPERS PLANS

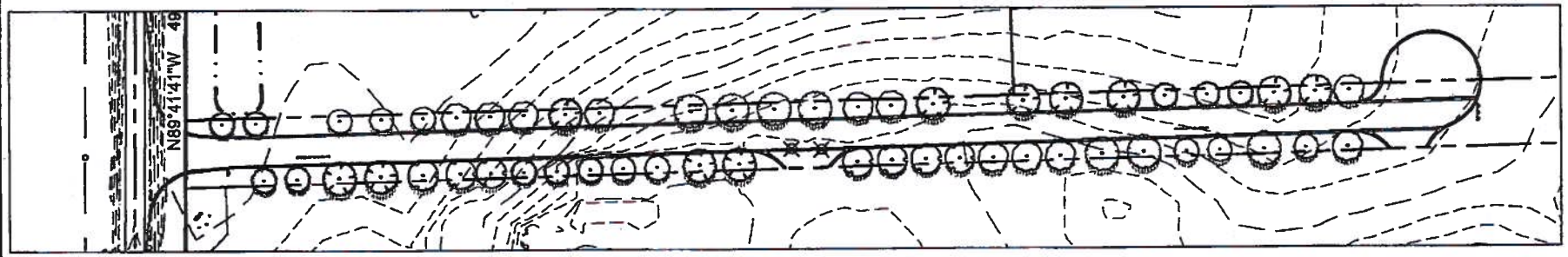
08/01/2018

PINNACLE ENGINEERING GROUP
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 | WWW.PINNACLE-ENGR.COM | ADMIN@PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER



TYPICAL SECTION - VILLAGE STANDARD INDUSTRIAL PAVEMENT



GATEWAY CROSSING STREET TREES

PINNACLE ENGINEERING GROUP
PLAN | DESIGN | DELIVER
GERMANTOWN CORPORATE PARK
GERMANTOWN, WI
MASS GRADING & DRAINAGE PLAN OVERVIEW
GRADING NOTES
LEGEND
ALL WORK WITHIN PUBLIC R.O.W. SHALL CONFORM TO VILLAGE OF GERMANTOWN STANDARDS.
NORTH
REVISIONS
SHEET
C-8
C-19

EXHIBIT C

VILLAGE FEE SCHEDULE FOR PROJECT

(SEE ATTACHED)

EXHIBIT "C"

ZILBER Ltd.

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT	
Survey Monuments	1.02	$500.00	#
Site Grading (R.O.W. & Ponds)	1.03 & 1.11	$155,232.00	
Gravel Base and Asphalt Pavement	1.03	$127,515.00	#
Asphalt Surface Coarse	1.03	$34,863.00	#
Concrete Curb & Gutter	1.04	$48,450.00	#
Sidewalks / Walk Paths	1.05	$0.00	
Sanitary Sewer System	1.06	$230,000.00	#
Water System	1.07	$226,000.00	#
Storm Sewer	1.08	$242,750.00	#
Underground Utilities	1.09	$0.00	
Street Lights	1.1	$57,000.00	#
Street Signs	1.08	$5,000.00	#
Erosion Control	1.11 & 2.04	$122,500.00	
Storm Water System, Pond & Drainage	1.12	$45,000.00	
Permanent Barricades	1.13	$2,500.00	#
SUB-TOTAL		**$1,297,310.00**	
DATA Conversion Fee (record drawings)	4.03	$500.00	*
Improvement Review Fee: (Based on $1,016,060.00)	4.03	$16,450.75	*
Professional Fee (Attorney)	4.05	$5,000.00	*
Inspection Fee (Estimate based on construction time)	4.05	$15,000.00	*
SUB-TOTAL		**$36,950.75**	

BRIGGS & STRATON BUILDING (Estimated Value @ $31 mil)

IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE			
Sanitary Sewer (2.04 REC @ $4,060 / REC)	4.02	$8,282.40	**
Water (2.04 REC @ $832 / REC)	4.02	$1,697.28	**
Fire (0.63549/$1000 Bldg Cost)	4.02	$19,700.19	**
Police (0.2809/$1000 Bldg Cost)	4.02	$8,707.90	**
Park & Recreation	4.02	n/a	**
Library	4.02	n/a	**
SUB-TOTAL		$38,387.77	

TOTAL (Letter of Credit Amount)	**$1,297,310.00**
* Amount to be Paid at Time of Signing of Development Agreement	**$36,950.75**
** Amount to be Paid at Time of Briggs & Straton Building Permit Issuance	**$38,387.77**
# Items used in calculation of (public) Improvement Review Fee	**$974,578.00**

Developer or Owner

John W. Kersey, Executive Vice President
Print Name

Date

Lawrence W Ratayczak, PE
Director of Public Works

Date

EXHIBIT D

COMPLETION GUARANTY

This Completion Guaranty ("Guaranty") of Zilber Ltd., a Delaware corporation ("Guarantor"), is made and entered into as of _____, 2018 ("Effective Date") for the benefit of the Village of Germantown ("Beneficiary"). All capitalized terms used in this Guaranty shall have the same meaning as set forth in the Agreement (defined below) or as otherwise set forth herein.

WITNESSETH:

WHEREAS, ZPG Development LLC ("ZPG") and Beneficiary, have entered into that certain Tax Increment District No. 8 Development Agreement dated _____, 2018 ("Agreement"), which Agreement sets forth the terms and conditions for the improvement and financing of certain work to be performed by ZPG as specifically set forth in the Agreement to construct Building 1 and Building 2 as defined therein pursuant to the Developer's Plans ("Developer's Work") on real estate being approximately 151.17 acres of vacant land in Germantown, Wisconsin ("Property").

WHEREAS, as of the date of the Guaranty, the Developer's Work to the Property has yet to be completed;

WHEREAS, Beneficiary has requested certain assurances with regards to the ability of ZPG to fully complete the Developer's Work pursuant to the Agreement; and

WHEREAS, the Guarantor desires to provide such assurances to the Beneficiary with regard to ZPG's ability to complete all of its obligations under and pursuant to the Agreement, all as herein set forth.

NOW, THEREFORE, in consideration of the premises and as an inducement to the Beneficiary to enter into the Agreement with ZPG, the Guarantor covenants and agrees with the Beneficiary as follows:

COVENANTS AND AGREEMENTS

Section 1.1. Guarantor hereby guarantees to Beneficiary for its benefit as follows:

(a) The prompt and complete observance, fulfillment and performance of all the conditions, covenants and other agreements of ZPG contained in the Agreement with regard to the completion of the Developer's Work;

(b) ZPG shall fully and punctually pay and discharge (i) the construction costs incurred in connection with the design, development and construction of the Developer's Work contemplated by the Agreement as the same may come due and payable, and (ii) all claims and demands for labor, materials and services used or incurred

by ZPG in connection with the Developer's Work which are or may become due and payable or, if unpaid, may become due and payable with respect to the Developer's Work;

(c) The Property shall be and remain free and clear of all mechanics liens and any other liens and/or encumbrances that would have an immediate materially adverse impact on ZPG's ability to promptly complete the Developer's Work, arising from any and all persons, firms, corporations or other entities furnishing materials, labor or services for or in connection with the acquisition, design, development and construction of the Developer's Work; and

(d) In the event the Developer's Work is not completed pursuant to the Agreement, Guarantor shall fully indemnify, defend and save Beneficiary harmless from all costs, liabilities, expenses or damages, including, but not limited to, reasonable attorneys' fees and disbursements, which may arise by reason of ZPG's default in completion of the Developer's Work beyond any applicable cure periods under the Agreement, including any fees and costs incurred by Beneficiary in the enforcement of this Guaranty.

Section 1.2. The obligation of Guarantor under this Guaranty shall be absolute and unconditional upon a default by ZPG to complete the Developer's Work which is not timely cured and shall remain in full force and effect until ZPG has satisfied all of its obligations to complete the Developer's Work.

Section 1.3. Guarantor agrees that it is liable for all claims arising under this Guaranty to the full extent of such claims, and that Beneficiary may elect, in its sole discretion, to proceed against Guarantor without first proceeding against ZPG.

Section 1.4. It is expressly understood and agreed that until this Guaranty is terminated pursuant to Section 1.9 below, this is a continuing guaranty and that the obligations and liabilities of Guarantor under this Guaranty are and shall be primary, direct and immediate, shall not be conditional or contingent upon pursuit by Beneficiary of any remedies it may have against ZPG under the Agreement, whether pursuant to the terms thereof or by law. Without limiting the generality of the foregoing, Beneficiary shall not be required to make any demand on ZPG or otherwise pursue or exhaust its remedies against ZPG, before, simultaneously with or after enforcing its rights and remedies hereunder against Guarantor.

Section 1.5. Any defense of any kind or nature which ZPG has or may have against Beneficiary in connection with Beneficiary's performance of its obligations under the Agreement shall also be available to Guarantor as set off, counterclaim, reduction or diminution of any obligation of Guarantor arising pursuant to this Guaranty.

Section 1.6. Until the payment and performance in full of all obligations of ZPG contained in the Agreement with regard to the completion of the Developer's Work: (i) Guarantor shall not exercise any rights against ZPG arising as a result of any payment by Guarantor under this Guaranty, by way of subrogation or otherwise, and will not assert or prove any claim in competition with ZPG or its affiliates with respect to any payment

hereunder in bankruptcy or insolvency proceedings of any nature; and (ii) Guarantor will not claim any set-off or counterclaim against ZPG with respect to any liability of Guarantor to ZPG.

Section 1.7. If acceleration of the time for payment and/or performance by ZPG of all or any portion of ZPG's obligations regarding the Developer's Work is stayed upon the insolvency, bankruptcy, or reorganization of ZPG, such obligations shall nonetheless be payable by Guarantor hereunder forthwith on demand of Beneficiary.

Section 1.8. Guarantor represents and warrants to Beneficiary and its successors and assigns as follows:

(a) Guarantor has the power and authority and legal right to execute, deliver, and perform its obligations under this Guaranty, and this Guaranty constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditor's rights against the Guarantor.

(b) The execution, delivery and performance by Guarantor of this Guaranty does not and will not violate or conflict with any law, rule or regulation, trust agreement, will or any order, writ, injunction, or decree of any court, governmental authority or agency, or arbitrator, and does not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any assets of Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license, or other instrument or agreement to which Guarantor or its properties are bound.

(c) No authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by Guarantor of this Guaranty or the validity or enforceability thereof.

(d) Guarantor has independently and solely without reliance in any manner upon Beneficiary, and based upon consultation with the Guarantor's attorneys, accountants and other consultants and advisors and review of such documents and information as Guarantor has deemed appropriate, made its own analysis and decision to enter into this Guaranty.

Section 1.9. This Guaranty shall not create or confer any obligations whatsoever upon Guarantor for any of ZPG's obligations pursuant to the Agreement except as specifically set forth herein. As of the time of Substantial Completion of Building 1 and Building 2 as set forth in the Agreement, this Guaranty shall terminate ("Guaranty Termination") and be of no further force or effect as to any additional obligations beyond Guarantor's performance of or payment for the completion of the Developer's Work.

Section 1.10. Until such Guaranty Termination, this Guaranty shall be for the benefit of Beneficiary and its successors and assigns.

Section 2.1. Miscellaneous.

(a) No amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by Beneficiary. No failure on the part of Beneficiary to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

(b) This Guaranty is executed and delivered as an incident to transactions negotiated, consummated, and performable in Washington County, Wisconsin, and shall be governed by and construed in accordance with the laws of the State of Wisconsin. Guarantor hereby irrevocably (i) submits to the exclusive jurisdiction of the Circuit Court of Washington County, Wisconsin, and (ii) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum or based upon any claims of diversity of citizenship. Guarantor agrees that service of any notice upon it shall be writing and shall be made by personal delivery, facsimile or email. Guarantor's notice information is as follows:

Zilber Ltd.
710 North Plankinton Avenue, Suite 1200
Milwaukee, Wisconsin 53203
Attention: John W. Kersey, Executive Vice President
Phone Number: 414-274-2509
Facsimile Number: 414-274-2706
Email: John.Kersey@Zilber.com

A copy of any notice given to the Guarantor shall also be delivered in writing in the same manner and simultaneously to:

Zilber Ltd.
710 North Plankinton Avenue, Suite 1200
Milwaukee, Wisconsin 53203
Attention: Sandra J. DeLisle, corporate counsel
Phone Number: 414-274-2438
Facsimile Number: 414-274-2710
Email: sandi.delisle@zilber.com

(c) Guarantor hereby waives promptness, diligence, notice of any default under the ZPG's obligations regarding the Project, demand of payment, and notice of acceptance of this Guaranty.

(d) In construing the meaning of this Guaranty, the rule of construction against the drafter shall not apply. The titles and headings of this Guaranty are provided as a matter of convenience only and shall not be understood to define, limit, construe or describe the scope or intent of any provision of this Guaranty.

(e) In the event of any litigation between Beneficiary and the Guarantor under or pursuant to this Guaranty, the non-prevailing party shall pay the prevailing party all actual costs and expenses of such litigation, including reasonable attorneys' fees, incurred by such prevailing party.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed in its name and behalf as of the date first above written.

ZILBER LTD.

By: _____

John W. Kersey, Executive Vice President

JOINDER

For good, valuable and sufficient consideration, receipt which is acknowledged, the undersigned Beneficiary hereby joins in this Guaranty for purposes of acknowledging and agreeing to all of the terms thereof.

IN WITNESS WHEREOF, Beneficiary has caused this Joinder to be executed in its name and behalf as of the date first above written.

VILLAGE OF GERMANTOWN

By: _____

By: _____

EXHIBIT E

MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number | Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the _____day of August, 2018, by and between ZPG Development LLC, a Wisconsin limited liability company **("Developer")**, and the **VILLAGE OF GERMANTOWN,** a municipal corporation of Washington County, Wisconsin **("Village").**

Recording Area

Name and Return Address

PIN: _____

WITNESSETH:

WHEREAS, Developer and the Village entered into that certain Development Agreement dated August ____, 2018 **("Development Agreement").** The full Development Agreement is available for inspection and copies can be obtained at the Village of Germantown Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Washington County, State of Wisconsin in order to place third parties on notice of the Development Agreement and the Developer's and the Village's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the Village hereby acknowledge as follows:

1. **PROPERTY.** The **"Property"** is land located in the Village of Germantown, Washington County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the Village with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. COUNTERPART SIGNATURES. This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER:
ZPG Development LLC
By: Towne Realty, Inc., manager

By:_____
Name:
Title:

VILLAGE:

VILLAGE OF GERMANTOWN

By:_____
Dean Wolter, Village President

Attest:

By:_____
Deanna Boldrey, Village Clerk

STATE OF WISCONSIN)
) SS.
COUNTY)

Personally appeared before me this ____ day of August 2018, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of the Developer and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally appeared before me this ____ day of August 2018, the above-named Dean Wolter and Deanna Boldrey, Mayor and Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

_____
Notary Public State of Wisconsin
My commission expires: _____

GUARANTOR:

Zilber Ltd.

By:_____
John W. Kersey, Executive Vice President
Date:

STATE OF WISCONSIN)
) SS.
COUNTY)

Personally appeared before me this ____ day of August 2018, the above-named John W. Kersey, the Executive Vice President of Zilber Ltd., to me known to be the persons who executed the foregoing agreement on behalf of the Guarantor and by its authority.

_____
Notary Public State of Wisconsin

My commission expires: _____

EXHIBIT B

DEAL STRUCTURE

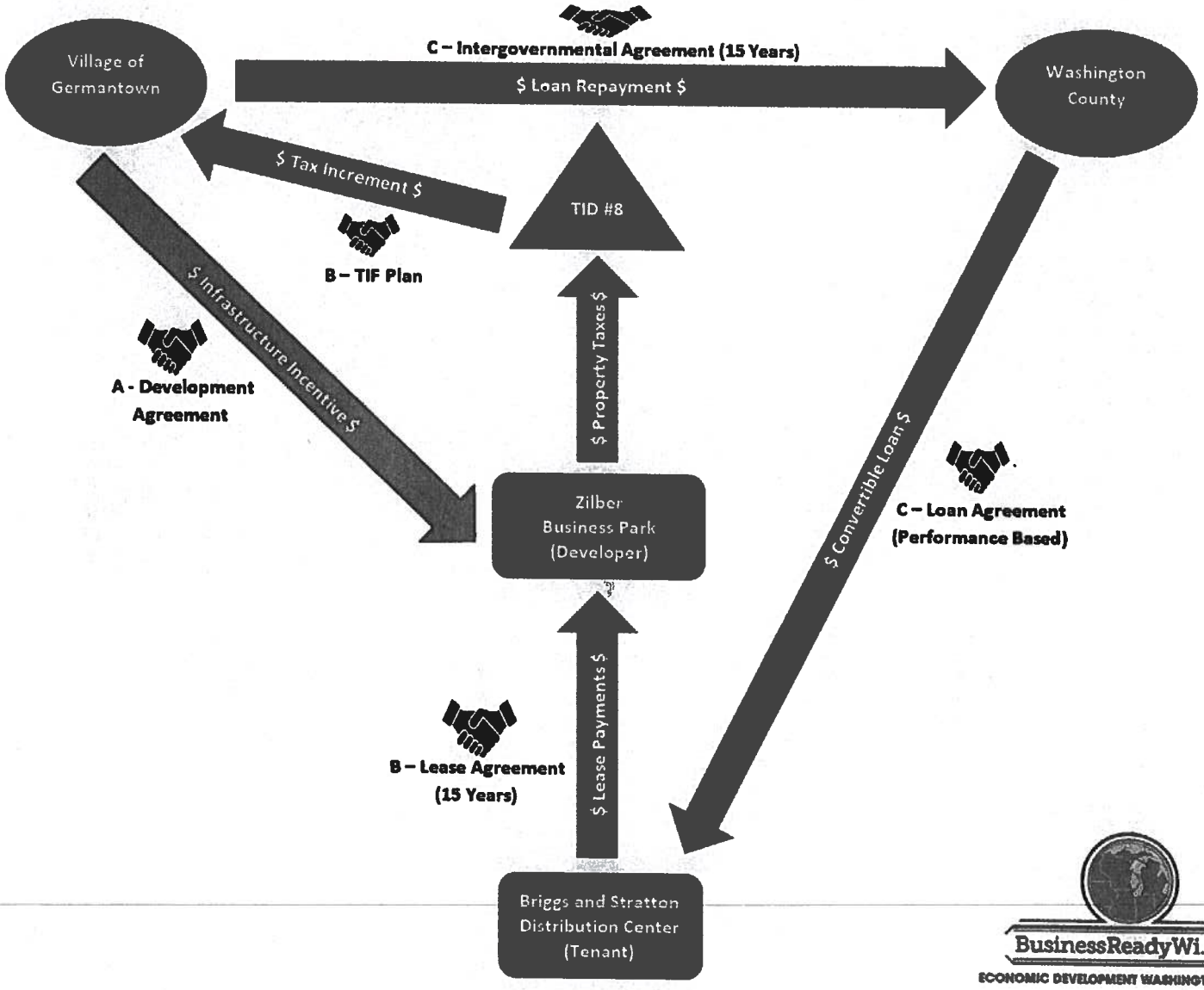


EXHIBIT C

TERM SHEET FOR CONVERTIBLE LOAN
(SEE ATTACHED)

BusinessReadyWi.com
ECONOMIC DEVELOPMENT WASHINGTON COUNTY

July 2, 2018

Scott Rugg
Briggs & Stratton Corporation
12301 W Wirth Street
Wauwatosa, WI 53222

Dear Mr. Rugg:

EDWC's Revolving Loan Fund (RLF) Committee considered Briggs & Stratton's relocation into a $28 million facility within a newly created corporate park in Germantown, WI, to be catalytic to the growth of the County. The project results in the extension of water and sewer utilities to the I-41 and Holy Hill Rd interchange in addition to other infrastructure of broader benefit to the area. EDWC and Washington County are pleased to extend this Attraction Fund commitment to Briggs & Stratton Corporation. Below are most of the material terms and conditions of the proposed convertible loan to be provided by Washington County in accordance with our RLF program guidelines. Neither Washington County nor the Borrower will be legally obligated to make or accept any portion of the loan until mutually acceptable loan documentation is executed by all parties.

BORROWER:	Briggs & Stratton Corporation
CONTACT:	Scott Rugg, Global Tax Director
PURPOSE:	Support Briggs & Stratton's warehouse consolidation in an approximately 702,000 SF leased facility. This loan will help to offset building improvements necessary for Briggs to select this facility.
FACILITY:	$1,000,000 forgivable loan from Washington County calculated as $33,333.33 per employee multiplied by 30 new full-time hires; funds sourced through the Washington County Attraction Loan Program.
UNDERWRITING / ADMINISTRATION:	EDWC administers origination, application assembly, underwriting, loan document preparation, loan closing and loan servicing in accordance with Services Agreements between Washington County and EDWC.
INTEREST RATE:	3.75% fixed for the life of the loan
PAYMENT / AMMORTIZATION:	15-year term, deferred for up to 3 years
PREPAYMENT:	No penalties or fees for prepayment
FEES AND EXPENSES:	Borrower obligated to pay all closing costs at time of closing, including but not limited to a 1% closing fee of $10,000 for costs associated with originating, navigating and underwriting. Additionally, borrower shall pay other third-party costs (attorney's fees, document fees, filing fees, etc.) necessary to successfully close the loan. EDWC will provide the Borrower with a settlement statement prior to close. Borrower pays resulting closing costs at close via a check made payable to Economic Development Washington County. EDWC anticipates the total of all closing costs not to exceed between $12,500 and $14,000 for this loan, assuming no material push-back from the Borrower.
JOB CREATION:	Borrower must create thirty (30) new, full-time jobs within the next three years at Briggs & Stratton's Germantown location. Job creation is calculated using UCT-101 E summary data from the Borrower.
LOAN CONVERSION:	Upon conclusion of the 3-year deferment period, the loan shall be converted to a grant (both principal and interest are forgiven) at the rate of $33,333.33 per actual job created at the Germantown location. Should Briggs & Stratton fail to create 30 full-time jobs within the deferral period, a principal balance will be established on the prorated $33,333.33 per job basis using the difference between the actual new jobs created during the 3-year deferment

period and the 30 new full-time job creation requirement. That prorated amount is amortized over the remaining 12 years of the loan.

JOB RETENTION: Borrower must retain for 24 consecutive months those new jobs used to calculate and grant loan forgiveness. The 24-month retention period begins as of the date of loan forgiveness per above. Any jobs for which loan forgiveness was granted but not retained will be subject to a $33,333.33 per job penalty. Borrower must report jobs quarterly through the job retention period stated herein. In the event that the entire loan is not forgiven, job reporting will be required throughout the duration of the prorated loan's repayment.

NEW INVESTMENT: Borrower certifies it is investing an estimated $2,104,896 million in this project. In no event should the new investment from Briggs & Stratton fall below $2,000,000. The borrower further agrees to lease an approximately 702,000 SF building from Zilber Property Group for a minimum term of 15 years. This building shall have an assessed value no less than $28,000,000. Construction will be complete by June 1, 2019. Non-performance shall be an event of default.

COLLATERAL & AND SECURITY: None.

GUARANTEES: Standby Letter of Credit issued prior to close for Briggs & Stratton Corp. by an approved lender for the entire $1,000,000 convertible loan amount or such other security for the convertible loan to which the parties subsequently agree. After the 3-year deferral period, the Standby Letter of Credit (or such other security) shall be reduced to cover principal and interest outstanding, should there be any, and guaranteeing payment in the event of default.

INSURANCE: None.

DRAWS: Single draw at close

OTHER REQUIREMENTS:

- Loan documents will include a "no relocation of operations outside of Washington County" clause for the project, in which event payoff may be required at the discretion of EDWC in consultation with Briggs & Stratton.
- Briggs & Stratton will provide an executed lease agreement for the approx. 702,000 SF warehouse facility located in Germantown, WI reflecting a total gross lease over the 15-year term.

TRANSFER: Borrower may not transfer any or all of its interest in this proposal without the prior written approval of EDWC.

SUBJECT TO / CONDITIONS:

- This proposal is contingent upon successful establishment of TID #8.
- This proposal is contingent upon successful execution of an Inter-Governmental Agreement between the Village of Germantown and Washington County, which provides the County with funds from TID #8, and at sufficient an amount to make the County whole for the loan contemplated herein.
- This proposal is contingent upon successful execution of a Developer's Agreement between Zilber Property Group and the Village of Germantown.
- All draws will be administered through EDWC.
- Such other covenants as are normally and customarily contained in loan agreements

FINANCIAL REPORTING: None.

TERMINATION FEE: Borrower may terminate the deal at any time prior to loan close. Upon execution of this term sheet, however, Borrower will be subject to a termination fee should the Borrower choose to no longer proceed with the loan and / or the loan closing process. This fee is calculated as 1% of the loan value and will additionally include any third-party expenses (legal, title, etc.) incurred by EDWC on the Borrower's behalf.

MATERIAL CHANGE: If there is any material adverse change in the business, assets, affairs, prospects or financial condition of Briggs & Stratton Corporation and / or any subsidiary or if information provided by Borrower and its agents to EDWC proves to be incorrect or EDWC believes the prospect of payment or performance of the loan is impaired, EDWC, in its sole

and absolute discretion, may decide not to proceed with the closing process.

We are pleased to present this loan commitment to you and look forward to continued partnership. This is a general outline for your review and may not include all of the details outlined in our final loan documentation. If you have any questions regarding the closing process, please do not hesitate to call EDWC at (262) 335-5769. Please sign and return this page to indicate your acceptance.

Sincerely,

Christian Tscheschlok, CEcD
Executive Director

We hereby accept the above terms and conditions this 13 day of July, 2018.

FOR BORROWERS AND AS OBLIGORS:
Briggs & Stratton Corporation

William H. Reitman, Senior Vice President &
President - Support

Company's Fiscal Year End: June 30 (month/day)

The offered rates and terms of this loan commitment herein expire July 15, 2018 and are locked in upon Borrower's execution of this document. Loan closing shall occur no later than December 31, 2018.

CONFIDENTIAL

EXHIBIT D

EHLERS AND ASSOCIATES TID #8 CASH FLOW PROJECTION
(SEE ATTACHED)

Implementation and Financing Timeline - Phase I & All Phase's

Village of Germantown

Tax Increment District # 8

Estimated Financing Plan - All Phases

		G.O. Bond 2018		G.O. Bond 2020	Municipal Revenue Obligation (MRO) 2018		G.O. Bond 2021	Totals
Projects								
Initial Phase Public Improvements		5,178,903		3,021,097				8,200,000
Remaining Public Improvements								0
Public Improvements Internal		1,600,000		1,450,000				3,050,000
Well, Water Tower, lift station							1,872,923	1,872,923
Professional Services		25,000						25,000
Development Incentive					1,000,000			1,000,000
Total Project Funds		6,803,903		4,471,097	1,000,000		1,872,923	14,147,923
Estimated Finance Related Expenses		147,600		104,650			78,400	
Capitalized Interest		478,020		0				
Total Financing Required		7,429,523		4,575,747	1,000,000		1,970,923	
Estimated Interest	1.00%	(45,359)	1.00%	(26,081)	0	1.00%	(9,365)	
Assumed spend down (months)	8		7			6		
Rounding		(4,164)		334	0		(1,558)	
Net Issue Size		7,380,000		4,550,000	1,000,000		1,960,000	8,380,000

Development Assumptions – Phase I

Village of Germantown

Tax Increment District # 8

Development Assumptions - Phase 1 Only

Construction Year		Building 1[1]	Building 2[2]	Annual Total	Construction Year	
1	2018	8,400,000		8,400,000	2018	1
2	2019	19,600,000	5,000,000	24,600,000	2019	2
3	2020			0	2020	3
4	2021			0	2021	4
5	2022			0	2022	5
6	2023			0	2023	6
7	2024			0	2024	7
8	2025			0	2025	8
9	2026			0	2026	9
10	2027			0	2027	10
	Totals	28,000,000	5,000,000	33,000,000		

Notes:

[1]Building 1 - Assumes a 700K SF building with a construction value of $40 per SF completed in 2019. Minimum Value of $28M.

[2]Buildings 2 - Assumes a 150K SF building constructed at a value of $45 per SF completed in 2019. Minimum Value of $5M.

Development Assumptions – All Phase's

Village of Germantown

Tax Increment District # 8

Development Assumptions - All Phases

Construction Year		Building 1[1]	Building 2[2]	Building 3[3]	Future Development[4]	Annual Total	Construction Year	
1	2018	8,400,000				8,400,000	2018	1
2	2019	19,600,000	5,000,000			24,600,000	2019	2
3	2020					0	2020	3
4	2021				5,000,000	5,000,000	2021	4
5	2022			11,250,000		11,250,000	2022	5
6	2023				5,000,000	5,000,000	2023	6
7	2024					0	2024	7
8	2025				5,000,000	5,000,000	2025	8
9	2026					0	2026	9
10	2027			4,000,000	5,000,000	9,000,000	2027	10
11	2028					0	2028	11
12	2029				5,000,000	5,000,000	2029	12
13	2030					0	2030	13
14	2031				5,000,000	5,000,000	2031	14
15	2032					0	2032	15
16	2033				5,000,000	5,000,000	2033	16
17	2034					0	2034	17
18	2035				5,000,000	5,000,000	2035	18
19	2036					0	2036	19
20	2037					0	2037	20
	Totals	28,000,000	5,000,000	15,250,000	40,000,000	88,250,000		

Notes:

[1]Building 1 - Assumes a 700K SF building with a construction value of $40 per SF completed in 2019. Minimum Value Guarentee of $28M.

[2]Building 2 - Assumes a 150K SF building being constructed in 2019 with a $5M value.

[3]Building 3 - Assumes a 250K SF building with a construction value of $45 per SF completed in 2022.

[4]Future Development - Assumes $40M in development on the remaining available acreage.

Cash Flow – Phase I

Village of Germantown

Tax Increment District # 8

Cash Flow Projection - Borrow Phase 1 Costs

Year	Projected Revenues				Expenditures								Balances			Year
					G.O. Bond 7,380,000			Municipal Revenue Obligation (MRO 1,000,000								
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Total Revenues	Dated Date: 09/01/18 Principal	Est. Rate	Interest	Dated Date: 11/01/18 Principal (2/1	Est. Rate	Interest	TID Set Up	Admin. + 2%	Total Expenditures	Annual	Cumulative	Principal Outstanding	
		1.00%			Note 1			Note 2									
2018			478,020	478,020							25,000		25,000	453,020	453,020	7,380,000	2018
2019		4,530		4,530	0	2.25%	235,073					5,000	240,073	(235,542)	217,478	7,380,000	2019
2020	147,664	2,175		149,838	0	2.25%	235,073					5,000	240,073	(90,234)	127,244	7,380,000	2020
2021	580,107	1,272		581,379	225,000	2.30%	232,485		3.75%	103,125		5,000	565,610	15,769	143,013	8,155,000	2021
2022	580,107	1,430		581,537	250,000	2.40%	226,898	42,849	3.75%	36,697		5,000	561,443	20,094	163,106	7,862,151	2022
2023	580,107	1,631		581,738	265,000	2.50%	220,585	44,487	3.75%	35,059		5,000	570,131	11,607	174,714	7,552,664	2023
2024	580,107	1,747		581,854	270,000	2.65%	213,695	46,187	3.75%	33,359		5,000	568,241	13,613	188,327	7,236,477	2024
2025	580,107	1,883		581,990	300,000	2.80%	205,918	47,952	3.75%	31,594		5,000	590,463	(8,473)	179,854	6,888,526	2025
2026	580,107	1,799		581,905	325,000	2.90%	197,005	49,784	3.75%	29,761		5,000	606,551	(24,645)	155,208	6,513,741	2026
2027	580,107	1,552		581,659	350,000	3.00%	187,043	51,687	3.75%	27,859		5,000	621,588	(39,929)	115,279	6,112,054	2027
2028	580,107	1,153		581,260	375,000	3.05%	176,074	53,662	3.75%	25,883		5,000	635,619	(54,360)	60,919	5,683,392	2028
2029	580,107	609		580,716	400,000	3.10%	164,155	55,713	3.75%	23,833		5,000	648,701	(67,985)	(7,066)	5,227,679	2029
2030	580,107	(71)		580,036	400,000	3.15%	151,655	57,842	3.75%	21,703		5,000	636,201	(56,165)	(63,230)	4,769,836	2030
2031	580,107	(632)		579,474	425,000	3.20%	138,555	60,053	3.75%	19,493		5,000	648,101	(68,626)	(131,856)	4,284,784	2031
2032	580,107	(1,319)		578,788	450,000	3.30%	124,330	62,348	3.75%	17,198		5,000	658,876	(80,087)	(211,944)	3,772,436	2032
2033	580,107	(2,119)		577,987	475,000	3.35%	108,949	64,731	3.75%	14,815		5,000	668,494	(90,507)	(302,451)	3,232,705	2033
2034	580,107	(3,025)		577,082	500,000	3.40%	92,493	67,204	3.75%	12,341		5,000	677,038	(99,956)	(402,407)	2,665,501	2034
2035	580,107	(4,024)		576,083	525,000	3.45%	74,936	69,773	3.75%	9,773		5,000	684,482	(108,399)	(510,806)	2,070,728	2035
2036	580,107	(5,108)		574,999	575,000	3.50%	55,818	72,439	3.75%	7,107		5,000	715,363	(140,364)	(651,170)	1,423,289	2036
2037	580,107	(6,512)		573,595	600,000	3.55%	35,105	75,207	3.75%	4,338		5,000	719,651	(146,056)	(797,226)	748,082	2037
2038	580,107	(7,972)		572,135	670,000	3.65%	12,228	78,082	3.75%	1,464		5,000	766,773	(194,639)	(991,865)	(0)	2038
2039	580,107	(9,919)		570,188								5,000	5,000	565,188	(426,677)	(0)	2039
Total	11,169,692	(20,919)	478,020	11,626,794	7,380,000		3,088,069	1,000,000		455,402	25,000	105,000	12,053,470				Total

Notes:

1 Assumes the debt payment for the Village offsite and internal phase infrastructure. Interest rates are based upon the Yield Curves as of 5-17-18 for an A rated Bond.

2 Assumes a loan from WCEDC with increment being paid with TID increment.

Cash Flow – All Phase's

Village of Germantown

Tax Increment District # 8

Cash Flow Projection - Borrow All Phases

Year	Projected Revenues				Expenditures													Balances			Year
					G.O. Bond 7,380,000			Municipal Revenue Obligation (MRO) 1,000,000			G.O. Bond 4,550,000			G.O. Bond 1,960,000							
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Total Revenues	Dated Date: 09/01/18 Principal	Est. Rate	Interest	Dated Date: 11/01/18 Principal	Est. Rate	Interest	Dated Date: 09/01/20 Principal	Est. Rate	Interest	Dated Date: 09/01/21 Principal	Est. Rate	Interest	TID Set Up	Admin. + 2%	Total Expenditures	Annual	Cumulative	Principal Outstanding	
		1.00%			Note 1			Note 2			Note 3			Note 3									
2018			478,020	478,020													25,000		25,000	453,020	453,020	7,380,000	2018
2019		4,530		4,530	0	2.25%	239,010											7,000	246,010	(241,480)	211,540	7,380,000	2019
2020	147,664	2,115		149,779	0	2.25%	239,010											7,140	246,150	(96,371)	115,169	7,380,000	2020
2021	580,107	1,152	179,915	761,173	100,000	2.30%	237,860		3.75%	103,125	0	2.80%	179,915					7,283	628,183	132,991	248,160	8,280,000	2021
2022	580,107	2,482		582,588	100,000	2.40%	235,510	42,849	3.75%	36,697	0	2.90%	179,915	0	2.90%	76,623		7,428	679,022	(96,433)	151,727	12,687,151	2022
2023	668,002	1,517		669,519	150,000	2.50%	232,435	44,487	3.75%	35,059	0	3.00%	179,915	0	3.00%	76,623		7,577	726,095	(56,576)	95,150	14,452,664	2023
2024	865,765	952		866,717	250,000	2.65%	227,248	46,187	3.75%	33,359	50,000	3.15%	179,128	30,000	3.15%	76,623		7,729	900,272	(33,555)	61,596	14,076,477	2024
2025	953,660	616		954,276	300,000	2.80%	219,735	47,952	3.75%	31,594	75,000	3.30%	177,103	35,000	3.30%	75,678		7,883	969,944	(15,667)	45,928	13,618,526	2025
2026	953,660	459		954,120	300,000	2.90%	211,185	49,784	3.75%	29,761	75,000	3.40%	174,590	60,000	3.40%	74,523		8,041	982,884	(28,764)	17,164	13,133,741	2026
2027	1,041,555	172		1,041,727	355,000	3.00%	201,510	51,687	3.75%	27,859	75,000	3.50%	172,003	65,000	3.50%	72,483		8,202	1,028,742	12,985	30,148	12,587,054	2027
2028	1,041,555	301		1,041,857	365,000	3.05%	190,619	53,662	3.75%	25,883	90,000	3.55%	169,093	65,000	3.55%	70,208		8,366	1,037,830	4,027	34,175	12,013,392	2028
2029	1,199,766	342		1,200,108	475,000	3.10%	177,690	55,713	3.75%	23,833	105,000	3.60%	165,605	110,000	3.60%	67,900		8,533	1,189,274	10,834	45,010	11,267,679	2029
2030	1,199,766	450		1,200,216	475,000	3.15%	162,846	57,842	3.75%	21,703	130,000	3.65%	161,343	115,000	3.65%	63,940		8,704	1,196,378	3,838	48,848	10,489,836	2030
2031	1,287,661	488		1,288,150	475,000	3.20%	147,765	60,053	3.75%	19,493	230,000	3.70%	154,715	125,000	3.70%	59,743		8,878	1,280,646	7,504	56,352	9,599,784	2031
2032	1,287,661	564		1,288,225	475,000	3.30%	132,328	62,348	3.75%	17,198	270,000	3.80%	145,330	130,000	3.80%	55,118		9,055	1,296,376	(8,151)	48,201	8,662,436	2032
2033	1,375,556	482		1,376,038	500,000	3.35%	116,115	64,731	3.75%	14,815	350,000	3.85%	133,463	130,000	3.85%	50,178		9,236	1,368,537	7,501	55,702	7,617,705	2033
2034	1,375,556	557		1,376,113	525,000	3.40%	98,815	67,204	3.75%	12,341	375,000	3.90%	119,413	130,000	3.90%	45,173		9,421	1,382,367	(6,254)	49,448	6,520,501	2034
2035	1,463,451	494		1,463,946	550,000	3.45%	80,403	69,773	3.75%	9,773	450,000	3.95%	103,213	130,000	3.95%	40,103		9,609	1,442,873	21,073	70,521	5,320,728	2035
2036	1,463,451	705		1,464,156	575,000	3.50%	60,853	72,439	3.75%	7,107	500,000	4.00%	84,325	130,000	4.00%	34,968		9,802	1,474,492	(10,336)	60,185	4,043,289	2036
2037	1,551,346	602		1,551,948	675,000	3.55%	38,809	75,207	3.75%	4,338	500,000	4.05%	64,200	135,000	4.05%	29,768		9,998	1,532,320	19,628	79,814	2,658,082	2037
2038	1,551,346	798		1,552,144	735,000	3.65%	13,414	78,082	3.75%	1,464	500,000	4.15%	43,700	140,000	4.15%	24,300		10,198	1,546,157	5,987	85,801	1,205,000	2038
2039	1,551,346	858		1,552,204							775,000	4.30%	16,663	430,000	4.30%	18,490		10,402	1,250,554	301,650	387,451	0	2039
Total	22,138,984	20,637	657,935	22,817,556	7,380,000		3,263,158	1,000,000		455,402	4,550,000		2,603,628	1,960,000		1,012,435	25,000	180,483	22,430,105				Total

Notes:

1 Assumes the debt payment for the Village offsite and internal phase infrastructure. Interest rates are based upon the Yield Curves as of 5-17-18 for an A rated Bond.

2 Assumes a loan from WCEDC with increment being paid with TID increment.

3 Assumes .50 basis points above the 5-17-18 scale.

EXHIBIT E

CONVERTIBLE LOAN AMORTIZATION SCHEDULE
(SEE ATTACHED)

Compound Period: Monthly

Nominal Annual Rate: 3.750%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	10/9/2018	1,000,000.00	1		
2	Payment	2/28/2021	52,638.73	26	Semiannual	8/31/2033

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	10/9/2018				1,000,000.00
2018 Totals		0.00	0.00	0.00	
1	2/28/2021	52,638.73	93,759.99	41,121.26-	1,041,121.26
2	8/31/2021	52,638.73	19,674.17	32,964.56	1,008,156.70
2021 Totals		105,277.46	113,434.16	8,156.70-	
3	2/28/2022	52,638.73	19,051.23	33,587.50	974,569.20
4	8/31/2022	52,638.73	18,416.53	34,222.20	940,347.00
2022 Totals		105,277.46	37,467.76	67,809.70	
5	2/28/2023	52,638.73	17,769.83	34,868.90	905,478.10
6	8/31/2023	52,638.73	17,110.91	35,527.82	869,950.28
2023 Totals		105,277.46	34,880.74	70,396.72	
7	2/29/2024	52,638.73	16,439.53	36,199.20	833,751.08
8	8/31/2024	52,638.73	15,755.47	36,883.26	796,867.82
2024 Totals		105,277.46	32,195.00	73,082.46	
9	2/28/2025	52,638.73	15,058.49	37,580.24	759,287.58
10	8/31/2025	52,638.73	14,348.33	38,290.40	720,997.18
2025 Totals		105,277.46	29,406.82	75,870.64	
11	2/28/2026	52,638.73	13,624.75	39,013.98	681,983.20
12	8/31/2026	52,638.73	12,887.50	39,751.23	642,231.97
2026 Totals		105,277.46	26,512.25	78,765.21	
13	2/28/2027	52,638.73	12,136.32	40,502.41	601,729.56
14	8/31/2027	52,638.73	11,370.94	41,267.79	560,461.77
2027 Totals		105,277.46	23,507.26	81,770.20	
15	2/29/2028	52,638.73	10,591.10	42,047.63	518,414.14

16	8/31/2028	52,638.73	9,796.52	42,842.21	475,571.93	
2028 Totals		105,277.46	20,387.62	84,889.84		
17	2/28/2029	52,638.73	8,986.93	43,651.80	431,920.13	
18	8/31/2029	52,638.73	8,162.04	44,476.69	387,443.44	
2029 Totals		105,277.46	17,148.97	88,128.49		
19	2/28/2030	52,638.73	7,321.56	45,317.17	342,126.27	
20	8/31/2030	52,638.73	6,465.19	46,173.54	295,952.73	
2030 Totals		105,277.46	13,786.75	91,490.71		
21	2/28/2031	52,638.73	5,592.65	47,046.08	248,906.65	
22	8/31/2031	52,638.73	4,703.61	47,935.12	200,971.53	
2031 Totals		105,277.46	10,296.26	94,981.20		
23	2/29/2032	52,638.73	3,797.78	48,840.95	152,130.58	
24	8/31/2032	52,638.73	2,874.83	49,763.90	102,366.68	
2032 Totals		105,277.46	6,672.61	98,604.85		
25	2/28/2033	52,638.73	1,934.43	50,704.30	51,662.38	
26	8/31/2033	52,638.73	976.35	51,662.38	0.00	
2033 Totals		105,277.46	2,910.78	102,366.68		
Grand Totals		1,368,606.98	368,606.98	1,000,000.00		

Last interest amount increased by 0.08 due to rounding.

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 August 11, 2023 (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 Offer 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 **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 II
PRE-CLOSING OBLIGATIONS AND CONDITIONS

2.1 **Items to be Delivered by Seller.** Within thirty (30) days after the date of execution of this Offer, 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) 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 Offer, 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 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 Offer 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 **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.

4.2 **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 including development, sales or leasing prospects, 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 the Effective Date of this Offer to conduct and make any and all such inspections, tests or studies that Buyer deems necessary ("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, such consent shall not be unreasonably withheld.

Should Buyer, in its sole and absolute discretion, determine during the Due Diligence Period that the Land is, for any reason whatsoever including no reason, not suitable for its needs, then Buyer may terminate this Offer at any time prior to expiration of the Due Diligence Period by giving a written termination notice to Seller 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.

4.3 **Termination; Provision of Due Diligence Materials.** In the event of any termination of this Offer:

(a) 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 Offer. Such copies shall be provided without warranty or representation on the part of Buyer.

(b) If Buyer is deemed to have terminated this Agreement as provided above for reasons related to the physical condition of the Property, the Title Company shall immediately deliver the Earnest Money and any undistributed accrued interest to Buyer free of any claims by Seller; and neither Seller nor Buyer thereafter shall have any further right or obligation under this Agreement unless expressly provided otherwise in this Agreement. For the purposes of this Section 4.3, "reasons related to the physical condition of the Property" shall mean any reason related to the physical characteristics of the Property that would be discovered by physical testing, inspections, surveys, assessments, and the like. "Reasons related to the physical condition of the Property" shall not include financial feasibility analysis and related reasons (e.g., the costs of development are too high) except where such analysis is impacted by a physical condition of the property (e.g., a wetland delineation reveals developable acreage below that necessary to make development on the Property financially feasible).

(c) If Buyer is deemed to have terminated this Agreement as provided above for any reason other than reasons related to the physical condition of the Property, the Title Company shall immediately deliver the Earnest Money and any undistributed accrued interest to Seller free of any claims by Buyer; and neither Seller nor Buyer thereafter shall have any further right or obligation under this Agreement unless expressly provided otherwise in this Agreement.

4.4 **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 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 return the Land to substantially the same condition as it existed 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 except for those claims resulting from negligent or intentional acts or omissions of the Seller. The responsibilities described in this paragraph shall survive termination of this Offer.

4.5 **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 4.4 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.

4.6 **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 Offer.

ARTICLE V
REPRESENTATIONS. WARRANTIES. COVENANTS AND AGREEMENTS OF SELLER

5.1 **Representations and Warranties.** In order to induce Buyer to enter into this Offer, 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 Offer 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 Offer 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 and Section 7.5.

(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) No Untrue Statement. With respect to this Section 5.1, neither this Offer nor any exhibit nor any written statement furnished or to be furnished by Seller to Buyer in connection with the transactions contemplated by this Offer 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 Offer 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 Offer.

(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 hens 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 Offer 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, Seller agrees that Buyer may act on its behalf in all matters related to the negotiation and procurement of any governmental

approvals Buyer deems necessary to develop the Propoerty and that it shall do all things reasonably requested by Buyer in order to obtain such approvals.

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 Offer, 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 Offer 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 Offer.

(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 with respect to the Property.

(g) 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.

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 Offer 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 Offer (except for any liability that Seller may have to Buyer for Seller's breach of its representations, warranties and covenants contained in this Offer, and except as otherwise expressly provided in this Offer). 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 ten (10) 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 Offer 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 Offer 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 Offer 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.

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 ten (10) business days after written notice to Buyer, Buyer shall have the right 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. 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 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 IX
MISCELLANEOUS

9.1 **Notices.** All notices, demands or other communications given in connection with or required under this Offer 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~~ Gerald M. Grosenick Revocable Trust
~~206 Fernandina Street~~ 2597 SE Alfonso Ave
~~Fort Pierce, FL 34949~~ Port St. Lucie FL 34952
gr8rib@gmail.com

8/23/23

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 Offer shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. This Offer 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 Offer, 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 Offer shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The descriptive headings contained in this Offer are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions.

9.5 **Amendment.** This Offer 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 Offer 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 Offer.

9.7 **Entire Agreement.** This Offer 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 Offer, 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 Offer.

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 Offer 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 Offer, 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 Offer.

9.9 **Miscellaneous.** This Offer 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 Offer that are transmitted by electronically shall be deemed effective for all purposes. In the event that any provision of this Offer 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 Offer shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SELLER

8/22/23

Gerald M. Grosenick Date
Trustee

BUYER

8-21-23

Dean M. Wolter Date
Village President

ATTEST:

Village Clerk

WB-15 COMMERCIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON August 11, 2023 **[DATE] IS (AGENT OF BUYER) ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ ~~STRIKE THOSE NOT APPLICABLE~~**

The Buyer, Village of Germantown, a Wisconsin municipal corporation, or its assigns, offers to purchase the Property known as W157N11593 Fond du Lac Ave, Germantown, WI 53022 (Tax Key No. GTNV 224009) [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-650, or attach as an addendum per line 676] in the Village of Germantown, County of Washington, Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is Four Hundred Fifty Thousand and No/100 Dollars ($450,000.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: None

All personal property included in purchase price will be transferred by bill of sale or

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-15) and the following: None

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

"Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before August 25, 2023. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

CLOSING This transaction is to be closed on See attached Addendum A at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY

■ EARNEST MONEY of $ None accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ $25,000 will be mailed, or commercially, electronically or personally delivered within 5 days ("5" if left blank) after acceptance.

All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Knight Barry Title, as identified in Addendum A) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: None. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

~~**PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in Seller's disclosure report dated to be provided and a Real Estate Condition Report, if applicable, dated to be provided, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference. COMPLETE DATES OR STRIKE AS APPLICABLE and~~

~~INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).~~

~~**CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have reacission rights per Wis. Stat. § 709.05.**~~

~~"Conditions Affecting the Property or Transaction" are defined to include:~~

~~a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and bulges), basement or other walls.~~

~~b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells, fire safety, security or lighting.~~

~~c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving the Property or any Defect related to a joint well serving the Property.~~

~~d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.~~

~~e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out of service septic system serving the Property not closed or abandoned according to applicable regulations.~~

~~f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously on the Property; LP tanks on the Property or any defects in such LP tanks.~~

~~g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,~~

presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the Property.

h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.

i. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements.

j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

k. Proposed, planned or commenced construction of public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.

l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to correct building code violations.

m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.

p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or insect infestations.

q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.

r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.

s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions; restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.

t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.

u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.

w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or a comparable program.

y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement affecting riparian rights related to the Property, or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

z. A dam is totally or partially located on the Property, or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

aa. Government investigation or private assessment/audit of environmental matters conducted.

bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties.

cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a pending property reassessment, remodeling that may increase the property's assessed value, or pending special assessments.

dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or additions to the Property that were made during the owner's period of ownership without the required permits.

ff. Rented items located on the Property or items affixed to or closely associated with the Property.

gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems, or excessive sliding, settling, earth movement or upheavals.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within 90 days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 185-197.

Proposed Use: Buyer is purchasing the Property for the purpose of: potential commercial/residential development

[insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

[N/A] **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 181-183.

[XX] **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

[N/A] **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 181-183.

[N/A] **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

[N/A] **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) [STRIKE ONE] ("Buyer" if neither stricken) obtaining the following, including all costs: a [CHECK ALL THAT APPLY]: ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

[XX] **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (~~Seller providing~~) [STRIKE ONE] ("Seller providing" if neither is stricken) a ALTA/NSPS Land Title Survey survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within 60 days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken) expense. The map shall show minimum of 0.4 acres, maximum of 0.5 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: 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.

[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title policy.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

[XX] **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within 30 days ("30" if left blank) after acceptance: [CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]

[X] Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

[X] A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

[X] Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

[X] Rent roll.

[X] Other As Attached Addendum A

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.
All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.
■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.
[XX] **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-291), at (Buyer's) (~~Seller's~~) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects.
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.
For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.
■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within 90 days ("30" if left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).
CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
■ 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" if left blank) days after 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 Environmental Site Assessment report 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.
■ ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.
CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an addendum per line 676.
INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property 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.

[XX] **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 90 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.

[N/A] **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.

N/A **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.~~

N/A **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.~~

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

[N/A] **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____

_____.

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

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

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

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

[ ] Current assessment times current mill rate (current means as of the date of closing).

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

[ ] _____.

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

[ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

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

_____

_____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

▪ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

▪ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)~~(Buyer's)~~ STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-489).

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are to be provided by Seller within 15 days of acceptance. Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

XX **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than 7 days ("7" if left blank) before closing, estoppel letters dated within 15 days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

■ DEFECT: "Defect" 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.

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of 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.

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

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, 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

estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 571-578.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES

TAX DEFERRED EXCHANGE If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a 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

[N/A] (2) Fax: fax transmission of the document or written notice to the following number:

Seller: (_____) _____ Buyer: (_____) _____

[XX] (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.

[XX] (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: 206 Fernandina Street, Fort Pierce, FL 34949

Address for Buyer: N112 W17001 Mequon Road, Germantown, WI 53022

[XX] (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.

[XX] **ADDENDA:** The attached Addendum A is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Brian C. Saidak, Village Attorney (SBN 1027287)

Buyer Entity Name (if any): Village of Germantown

(x) Dean M. Walter Village President 8-21-23

Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Dean M. Walter, President Date ▲

(x) Erin M. Hinn Interim Village Clerk 8/22/2023

Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Erin M. Hinn, 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) _____ 8/22/23

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 ▲

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 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 Seventy-Five Thousand and No/100 Dollars ($75,000) (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. 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 including development, sales or leasing prospects, 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 the Effective Date of this Agreement to conduct and make any and all such inspections, tests or studies that Buyer deems necessary ("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, such consent shall not be unreasonably withheld.

Should Buyer, in its sole and absolute discretion, determine during the Due Diligence Period that the Land is, for any reason whatsoever including no reason, not suitable for its needs, then Buyer may terminate this Agreement at any time prior to expiration of the Due Diligence Period by giving a written termination notice to Seller.

This contingency shall be deemed satisfied unless Buyer, within the Due Diligence Period, delivers written notice to Seller that the Agreement is null and void pursuant to the terms of and conditions of this Due Diligence Period provision.

6.4. Termination; Provision of Due Diligence Materials; Return of Earnest Money. In the event of any termination of this Agreement:

(a) 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.

(b) If Buyer is deemed to have terminated this Agreement as provided above for reasons related to the physical condition of the Property, the Title Company shall

immediately deliver the Earnest Money and any undistributed accrued interest to Buyer free of any claims by Seller; and neither Seller nor Buyer thereafter shall have any further right or obligation under this Agreement unless expressly provided otherwise in this Agreement. For the purposes of this Section 6.4, "reasons related to the physical condition of the Property" shall mean any reason related to the physical characteristics of the Property that would be discovered by physical testing, inspections, surveys, assessments, and the like. "Reasons related to the physical condition of the Property" shall not include financial feasibility analysis and related reasons (e.g., the costs of development are too high) except where such analysis is impacted by a physical condition of the property (e.g., a wetland delineation reveals developable acreage below that necessary to make development on the Property financially feasible).

(c) If Buyer is deemed to have terminated this Agreement as provided above for any reason other than reasons related to the physical condition of the Property, the Title Company shall immediately deliver the Earnest Money and any undistributed accrued interest to Seller free of any claims by Buyer; 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 Buyers'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 return the Land to substantially the same condition as it existed 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 except for those claims resulting from negligent or intentional acts or omissions of the Seller. The responsibilities described in this paragraph shall survive termination of this Agreement.

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 6.5 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 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 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 and Section 9.5.

(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. With respect to this Section 7.1, 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 hens 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.

(f) From and after the Effective Date, Seller agrees that Buyer may act on its behalf in all matters related to the negotiation and procurement of any governmental approvals Buyer deems necessary to develop the Property and that it shall do all things reasonably requested by Buyer in order to obtain such approvals.

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 with respect to the Land.

(g) This Agreement is contingent upon Buyer separately closing on and purchasing from Seller the land and building located at W157N11593 Fond du Lac Ave. Germantown, WI (Tax Key No. GTNV224009) ("Fond du Lac Property") prior to or simultaneously with Buyer's closing on the purchase of the Land which is the subject of this Agreement, located at N116W15843 Main Street, Germantown, WI (Tax Key No. GTNV224965) ("Main Street Property"). If Buyer fails or refuses to separately close on and purchase the Fond du Lac Property prior to or simultaneously with Buyer's closing on the purchase of the Main Street Property, this Offer shall be null and void.

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 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.

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 Section 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 11.7, 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 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. 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~~ Gerald M. Grosenick Revocable Trust
~~206 Fernandina Street~~ 2597 SE Alfonso Ave
~~Fort Pierce, FL 34949~~ Port St Lucie FL 34952
~~gr8rib@gmail.com~~

8/23/23

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.

[SIGNATURE PAGE FOLLOWS]

SELLER

8/22/23

Gerald M. Grosenick Date
Trustee

BUYER

8-21-23

Dean M. Wolter Date
Village President

ATTEST:

Village Clerk

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 August 11, 2023 (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 Offer 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 **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 thirty (30) days after the date of execution of this Offer, 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) 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 Offer, 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 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 Offer 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 **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.

4.2 **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 including development, sales or leasing prospects, 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 the Effective Date of this Offer to conduct and make any and all such inspections, tests or studies that Buyer deems necessary ("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, such consent shall not be unreasonably withheld.

Should Buyer, in its sole and absolute discretion, determine during the Due Diligence Period that the Land is, for any reason whatsoever including no reason, not suitable for its needs, then Buyer may terminate this Offer at any time prior to expiration of the Due Diligence Period by giving a written termination notice to Seller 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.

4.3 **Termination; Provision of Due Diligence Materials.** In the event of any termination of this Offer:

(a) 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 Offer. Such copies shall be provided without warranty or representation on the part of Buyer.

(b) If Buyer is deemed to have terminated this Agreement as provided above for reasons related to the physical condition of the Property, the Title Company shall immediately deliver the Earnest Money and any undistributed accrued interest to Buyer free of any claims by Seller; and neither Seller nor Buyer thereafter shall have any further right or obligation under this Agreement unless expressly provided otherwise in this Agreement. For the purposes of this Section 4.3, "reasons related to the physical condition of the Property" shall mean any reason related to the physical characteristics of the Property that would be discovered by physical testing, inspections, surveys, assessments, and the like. "Reasons related to the physical condition of the Property" shall not include financial feasibility analysis and related reasons (e.g., the costs of development are too high) except where such analysis is impacted by a physical condition of the property (e.g., a wetland delineation reveals developable acreage below that necessary to make development on the Property financially feasible).

(c) If Buyer is deemed to have terminated this Agreement as provided above for any reason other than reasons related to the physical condition of the Property, the Title Company shall immediately deliver the Earnest Money and any undistributed accrued interest to Seller free of any claims by Buyer; and neither Seller nor Buyer thereafter shall have any further right or obligation under this Agreement unless expressly provided otherwise in this Agreement.

4.4 **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 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 return the Land to substantially the same condition as it existed 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 except for those claims resulting from negligent or intentional acts or omissions of the Seller. The responsibilities described in this paragraph shall survive termination of this Offer.

4.5 **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 4.4 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.

4.6 **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 Offer.

ARTICLE V
REPRESENTATIONS. WARRANTIES. COVENANTS AND AGREEMENTS OF SELLER

5.1 **Representations and Warranties.** In order to induce Buyer to enter into this Offer, 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 Offer 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 Offer 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 and Section 7.5.

(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) No Untrue Statement. Neither this Offer nor any exhibit nor any written statement furnished or to be furnished by Seller to Buyer in connection with the transactions contemplated by this Offer 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 Offer 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 Offer.

(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 hens 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 Offer 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 Offer, 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 Offer 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 Offer.

(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 with respect to the Property.

(g) 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.

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 Offer 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 Offer (except for any liability that Seller may have to Buyer for Seller's breach of its representations, warranties and covenants contained in this Offer, and except as otherwise expressly provided in this Offer). 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 ten (10) 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 Offer 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 Offer 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 Offer 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 Offer 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 ten (10) business days after written notice to Buyer, Buyer shall have the right 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. 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 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 IX
MISCELLANEOUS

9.1 **Notices.** All notices, demands or other communications given in connection with or required under this Offer 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
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.

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 Offer shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. This Offer 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 Offer, 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 Offer shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The descriptive headings contained in this Offer are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions.

9.5 **Amendment.** This Offer 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 Offer 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 Offer.

9.7 **Entire Agreement.** This Offer 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 Offer, 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 Offer.

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 Offer 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 Offer, 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 Offer.

9.9 **Miscellaneous.** This Offer 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 Offer that are transmitted by electronically shall be deemed effective for all purposes. In the event that any provision of this Offer 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 Offer 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:

_____

Village Clerk

WB-15 COMMERCIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON August 11, 2023 **[DATE] IS (AGENT OF BUYER)** ~~**(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)**~~ **STRIKE THOSE NOT APPLICABLE**

The Buyer, Village of Germantown, a Wisconsin municipal corporation, or its assigns, offers to purchase the Property known as W157N11593 Fond du Lac Ave, Germantown, WI 53022 (Tax Key No. GTNV 224009) [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-650, or attach as an addendum per line 676] in the Village of Germantown, County of Washington Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is Four Hundred Fifty Thousand and No/100---------- Dollars ($450,000.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: None

~~All personal property included in purchase price will be transferred by bill of sale or~~

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-15) and the following: None.

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

"Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before August 18, 2023. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

CLOSING This transaction is to be closed on See attached Addendum A at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY

■ EARNEST MONEY of $ None accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ $25,000 will be mailed, or commercially, electronically or personally delivered within 5 days ("5" if left blank) after acceptance.

All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Knight Barry Title, as identified in Addendum A) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: None. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is a breach occurs.

~~**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in Seller's disclosure report dated to be provided and a Real Estate Condition Report, if applicable, dated to be provided, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and~~

~~INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).~~

~~**CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have rescission rights per Wis. Stat. § 709.05.**~~

~~"Conditions Affecting the Property or Transaction" are defined to include:~~

~~a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and bulges), basement or other walls.~~

~~b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells, fire safety, security or lighting.~~

~~c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving the Property or any Defect related to a joint well serving the Property.~~

~~d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.~~

~~e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.~~

~~f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously on the Property; LP tanks on the Property or any defects in such LP tanks.~~

~~g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,~~

presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the Property.

h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.

i. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements.

j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

k. Proposed, planned or commenced construction of public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.

l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to correct building code violations.

m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.

p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or insect infestations.

q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.

r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.

s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private rights of way and private easements, other than recorded utility easements; lack of legal access or access restrictions; restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.

t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.

u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.

w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or a comparable program.

y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement affecting riparian rights related to the Property, or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

aa. Government investigation or private assessment/audit of environmental matters conducted.

bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties.

cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a pending property reassessment, remodeling that may increase the property's assessed value, or pending special assessments.

dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or additions to the Property that were made during the owner's period of ownership without the required permits.

ff. Rented items located on the Property or items affixed to or closely associated with the Property.

gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive sliding, settling, earth movement or upheavals.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within 90 days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 185-197.

Proposed Use: Buyer is purchasing the Property for the purpose of: potential commercial/residential development

[insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

XX **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 181-183.

XX **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

N/A **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 181-183.

N/A **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

N/A **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY: ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

XX **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (~~Seller providing~~) STRIKE ONE ("Seller providing" if neither is stricken) a ALTA/NSPS Land Title Survey survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within 60 days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of 0.4 acres, maximum of 0.5 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: 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. STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title policy.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

XX **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within 30 days ("30" if left blank) after acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

☒ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

☒ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☒ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☒ Rent roll.

☒ Other As Attached Addendum A.

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

[XX] **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-291), at (Buyer's) (~~Seller's~~) expense [STRIKE ONE] ("Buyer's" if neither is stricken), which discloses no Defects.

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.

For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ CONTINGENCY SATISFACTION**:** This contingency shall be deemed satisfied unless Buyer, within 90 days ("30" if left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

■ 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" if left blank) days after 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 Environmental Site Assessment report 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.

■ ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an addendum per line 676.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property 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.

[XX] **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.

[N/A] **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.

N/A **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.~~

N/A **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.~~

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

[N/A] **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____

_____.

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

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

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

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

[ ] Current assessment times current mill rate (current means as of the date of closing).

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

[ ] _____.

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

[ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

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

_____

_____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)~~(Buyer's)~~ STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-489).

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are to be provided by Seller within 15 days of acceptance _____. Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

XX **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than 7 days ("7" if left blank) before closing, estoppel letters dated within 15 days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

■ DEFECT: "Defect" 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.

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of 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.

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

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, 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

estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 571-578.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 1445**,** and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES _____

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TAX DEFERRED EXCHANGE If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a 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

[N/A] (2) Fax: fax transmission of the document or written notice to the following number:

Seller: (_____) _____ Buyer: (_____) _____

[XX] (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.

[XX] (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: 206 Fernandina Street, Fort Pierce, FL 34949

Address for Buyer: N112 W17001 Mequon Road, Germantown, WI 53022

[XX] (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.

[XX] **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 ► , 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▲

Approved by the Wisconsin Real Estate Examining Board
5-1-22 (Optional Use Date) 7-1-22 (Mandatory Use Date)

WB-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer. Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

Buyer and Seller agree to amend the Offer dated August 11, 2023, and accepted on August 22, 2023, for the purchase and sale of real estate at W175N11593 Fond du Lac Ave, Germantown, WI 53022, Wisconsin as follows:

Closing date is changed from on or before March 22, 2024, to on or before June 7, 2024.

Purchase price is changed from $_____ to $_____.

Other:

1. The contingency contained in Paragraph 4.2 of Addendum A is satisfied.

2. Paragraphs 4.3(b) and (c) of Addendum A to the Offer are deleted in their entirety.

3. Paragraph 6.1 of Addendum A to the Offer is amended to read as shown on the attached Exhibit AF.

The attached Exhibit AF is/are made part of this Amendment.

ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party offering the Amendment on or before April 2, 2024 (Time is of the Essence). Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Amendment.

NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and delivery as provided at lines 33-34.

This Amendment was drafted by Atty. Samantha M. McCoy of Godfrey Law Firm on 3/26/2024
Licensee and Firm ▲ Date ▲

This Amendment was presented by _____ on _____
Licensee and Firm ▲ Date ▲

(x) _____ (x) _____
Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
Print name ▶ Print name ▶

(x) _____ (x) _____
Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
Print name ▶ Print name ▶

This Amendment was rejected _____ _____
Party Initials ▲ Date ▲

EXHIBIT AF

1. Paragraph 6.1 of Addendum A is hereby amended to read as follows (Note: Deleted text is ~~struck-through~~; Added text is double underlined):

6.1 Conditions Precedent to Buyer's Performance. The obligation of Buyer to close the transaction described in this Offer, 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 Offer 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 Offer.

(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 with respect to the Property.

(g) 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.

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 Offer 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 Offer (except for any liability that Seller may have to Buyer for Seller's breach of its representations, warranties and covenants contained in this Offer, and except as otherwise expressly provided in this Offer). 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.

SIXTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT

This Sixth Amendment to Purchase and Sale Agreement (the "Sixth Amendment") 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"), and amends that Purchase and Sale Agreement between the parties with an Effective Date of August 22, 2023 (the "Agreement"). Seller and Buyer agree as follows:

1. All defined terms in the Agreement shall have the same meaning in this Third Amendment unless otherwise specified herein. The "Effective Date" of this Agreement shall be the date on which it is fully executed by the last of Seller or Buyer.

2. Seller shall provide $100,000.00 to Buyer at closing as a credit for certain soil contaminants that were identified in the Phase II Environmental Assessment provided by TRC Environmental Corporation.

3. The contingency contained in Paragraph 6.2 is satisfied.

4. Paragraphs 6.4(b) and (c) of the Agreement are deleted in their entirety.

5. Paragraph 8.1 of the Agreement is amended to read as follows (Note: Deleted text is ~~struck-through~~; Added text is double underlined):

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 with respect to the Land.

(g) This Agreement is contingent upon Buyer separately closing on and purchasing from Seller the land and building located at W157N11593 Fond du Lac Ave. Germantown, WI (Tax Key No. GTNV224009) ("Fond du Lac Property") prior to or simultaneously with Buyer's closing on the purchase of the Land which is the subject of this Agreement, located at N116W15843 Main Street, Germantown, WI (Tax Key No. GTNV224965) ("Main Street Property"). If Buyer fails or refuses to separately close on and purchase the Fond du Lac Property prior to or simultaneously with Buyer's closing on the purchase of the Main Street Property, this Offer shall be null and void.

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.

6. Paragraph 9.1 of the Agreement as previously amended is amended to read as follows (Note: Deleted text is ~~struck-through~~; Added text is double underlined):

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 or before ~~March 22, 2024~~ June 7, 2024 (the "Closing Date") Time is of the essence as to the closing date unless waived in writing by Seller.

7. All other terms of the Agreement shall remain the same.

[SIGNATURE PAGE FOLLOWS]

SELLER

_____

Gerald M. Grosenick Date
Trustee

BUYER

_____

Dean M. Wolter Date
Village President

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 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. 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 including development, sales or leasing prospects, 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 the Effective Date of this Agreement to conduct and make any and all such inspections, tests or studies that Buyer deems necessary ("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, such consent shall not be unreasonably withheld.

Should Buyer, in its sole and absolute discretion, determine during the Due Diligence Period that the Land is, for any reason whatsoever including no reason, not suitable for its needs, then Buyer may terminate this Agreement at any time prior to expiration of the Due Diligence Period by giving a written termination notice to Seller.

This contingency shall be deemed satisfied unless Buyer, within the Due Diligence Period, delivers written notice to Seller that the Agreement is null and void pursuant to the terms of and conditions of this Due Diligence Period provision.

6.4. Termination; Provision of Due Diligence Materials; Return of Earnest Money. In the event of any termination of this Agreement:

(a) 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.

(b) If Buyer is deemed to have terminated this Agreement as provided above for reasons

related to the physical condition of the Property, the Title Company shall immediately deliver the Earnest Money and any undistributed accrued interest to Buyer free of any claims by Seller; and neither Seller nor Buyer thereafter shall have any further right or obligation under this Agreement unless expressly provided otherwise in this Agreement. For the purposes of this Section 6.4, "reasons related to the physical condition of the Property" shall mean any reason related to the physical characteristics of the Property that would be discovered by physical testing, inspections, surveys, assessments, and the like. "Reasons related to the physical condition of the Property" shall not include financial feasibility analysis and related reasons (e.g., the costs of development are too high) except where such analysis is impacted by a physical condition of the property (e.g., a wetland delineation reveals developable acreage below that necessary to make development on the Property financially feasible).

(c) If Buyer is deemed to have terminated this Agreement as provided above for any reason other than reasons related to the physical condition of the Property, the Title Company shall immediately deliver the Earnest Money and any undistributed accrued interest to Seller free of any claims by Buyer; 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 Buyers'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 return the Land to substantially the same condition as it existed 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 except for those claims resulting from negligent or intentional acts or omissions of the Seller. The responsibilities described in this paragraph shall survive termination of this Agreement.

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 6.5 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 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 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 and Section 9.5.

(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 hens 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.

(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 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 with respect to the Land.

(g) This Agreement is contingent upon Buyer separately closing on and purchasing from Seller the land and building located at W157N11593 Fond du Lac Ave. Germantown, WI (Tax Key No. GTNV224009) ("Fond du Lac Property") prior to or simultaneously with Buyer's closing on the purchase of the Land which is the subject of this Agreement, located at N116W15843 Main Street, Germantown, WI (Tax Key No. GTNV224965) ("Main Street Property"). If Buyer fails or refuses to separately close on and purchase the Fond du Lac Property prior to or simultaneously with Buyer's closing on the purchase of the Main Street Property, this Offer shall be null and void.

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 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.

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 Section 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 11.7, 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.

9.7. 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 a breach of any representation, warranty, covenant or agreement of Seller hereunder, 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 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 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. 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 Date
Trustee

BUYER

_____

Dean M. Wolter Date
Village President

ATTEST:

_____

Village Clerk

Authentisign ID: FAC80E11-475E-EF11-991A-002248270DCE

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement (the "First Amendment") is entered into by and between Germantown Warhawks, LLC (the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation, or its assigns (the "Buyer"), and amends that Purchase and Sale Agreement between the parties for the Property located at W156N11116 Pilgrim Road with an Effective Date of August 11, 2024 (the "Agreement"). Seller and Buyer agree as follows:

1. All defined terms in the Agreement shall have the same meaning in this First Amendment unless otherwise specified herein.

2. Paragraph 3.1 of the Agreement is amended to read as follows (Note: Deleted text is ~~stuck-through~~; Added text is double underlined):

> **3.1. Earnest Money; Amount and Payment.** Not later than August 19, 2024 ~~five (5) 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 First American Title, Inc., 833 E Michigan St Suite 550, Milwaukee, WI 53202 (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.

3. All other terms of the Agreement shall remain the same.

[SIGNATURE PAGE FOLLOWS]

SELLER

AuthentiSIGN 08/19/24

Joe Wagner Date
Germantown Warhawks, LLC

BUYER

Steven Kreklow 8/19/2024

Steven R. Kreklow Date
Village Administrator

Docusign Envelope ID: A28BEA09-8E2A-4594-A5B1-25259571179F

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Second Amendment to Purchase and Sale Agreement (the "Second Amendment") is entered into by and between Germantown Warhawks, LLC (the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation, or its assigns (the "Buyer"), and amends that Purchase and Sale Agreement between the parties for the Property located at W156N11116 Pilgrim Road with an Effective Date of August 11, 2024 (the "Agreement") and as amended by that certain Amendment No. 1 dated August 19, 2024. Seller and Buyer agree as follows:

1. All defined terms in the Agreement shall have the same meaning in this Second Amendment unless otherwise specified herein.

2. Paragraph 3.1 of the Agreement is amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is double underlined):

> **3.1. Earnest Money; Amount and Payment.** Not later than August 19, 2024, 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 First American Title, Inc., 833 E Michigan St Suite 550, Milwaukee, WI 53202 (the "Title Company"). As part of this Second Amendment to the Agreement, the Buyer shall deliver within 10 days of execution of this Second Amendment, in cash or immediately available funds, the amount of Sixteen Thousand Four Hundred and No/100 Dollars ($16,400) (the "Additional Earnest Money") to Seller, provided however that the Title Company shall include these funds as part of the Earnest Money for which Buyer shall receive a credit against the Purchase Price. In the event that Buyer exercises its option to extend the Inspection Period provided for in Section 6.1, the Buyer shall deliver within 10 days of exercise of the option, in cash or immediately available funds, the amount of Eight Thousand Two Hundred and No/100 Dollars ($8,200)(the "Option Earnest Money") to Seller, provided however that the Title Company shall include these funds as part of the Earnest Money for which Buyer shall receive a credit against the Purchase Price. 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. The Additional Earnest Money and the Option Earnest Money, if any, shall be held and/or used by Seller in such manner as Seller deems appropriate.

3. Paragraph 6.1 of the Agreement is amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is double underlined):

> **6.1. Inspection Period.** Commencing on the Effective Date and expiring on February 14, 2025 ~~the date that is one hundred twenty (120) days after the Effective~~

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~~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 structural integrity of the soil conditions of the Property, engineering characteristics, utilities, access, title, zoning, leasing or sale prospects, and Buyer's determination whether or not development of the Property is feasible (collectively the "Due Diligence Activities"). Buyer shall have the option, in its sole discretion, to extend the Inspection Period for an additional thirty (30) days (the "Option Inspection Period") by providing written notice to Seller of its exercise of the option not later than the end of the Inspection Period and payment of the Option Earnest Money under Section 3.1. In no event shall the Due Diligence Activities include a Phase II environmental assessment of the Property without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion. 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 6.1 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 6.1. 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; and the Seller shall be entitled to retain the Additional Earnest Money and the Option Earnest Money, if any, free of any claims by Buyer; 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.

4. Paragraph 10.3 of the Agreement is created to read as follows:

10.3. Additional Earnest Money and Option Earnest Money. Notwithstanding anything in this Section 10, it is the intent of the Parties that the Additional Earnest Money and the Option Earnest Money, if any, is non-refundable to Buyer. In the event of a default by Seller pursuant to Section 10.1, the Buyer shall be entitled to a reimbursement of these funds provided, however, that in the event of specific performance these funds shall be allocated against the Purchase Price.

5. All other terms of the Agreement shall remain the same.

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SELLER

AuthentiSIGN

12/03/24

Joseph Wagner Date
Germantown Warhawks, LLC

BUYER

Signed by:
Dean Wolter 12/3/2024
C896D83DBE7546B...

Dean M. Wolter Date
Village President

4900-7140-1987, v. 1

First American Title Insurance Company
National Commercial Services
833 East Michigan St., Suite 550 • Milwaukee, WI 53202

Office Phone:(414)224-1778 *Office Fax:*(414)224-6188

Buyer's Estimated Settlement Statement

File No: NCS-1229807-MKE
Escrow Officer: Danielle Farina/DF
Estimated Settlement Date: 03/05/2025
Disbursement Date:

Property:
W156N11116 Pilgrim Road, Germantown, WI 53022

Buyer:
Village of Germantown, a Wisconsin municipal corporation

Seller:
Germantown Warhawks, LLC

Description	Buyer Charge	Buyer Credit
Consideration		
Total Consideration	1,700,000.00	
Deposits In Escrow		
Receipt No. 1740137292 on 08/19/2024 by Village of Germantown, a Wisconsin municipal corporation		25,000.00
Adjustments		
Seller Financing		645,000.00
Additional Earnest Money deposited w/Seller		16,400.00
Prorations		
2025 Real Estate Tax proration 01/01/25 to 03/05/25 @$17,440.59/yr		3,010.29
Title/Escrow Charges		
Closing-Escrow Fee to First American Title Insurance Company National Commercial Services	500.00	
Recording Service Fee to First American Title Insurance Company National Commercial Services	20.00	
Record Special Warranty Deed	30.00	
Record Mortgage	30.00	
Disbursements Paid		
Miscellaneous Disbursement		
Acquisition Fee Inv #010 to CopeLand Real Estate Services, LLC	17,000.00	
Commission Inv #002 to CopeLand Brokerage, LLC	153,000.00	
Cash (X From) (To) Buyer		1,181,169.71

Buyer's Estimated Settlement Statement

Settlement Date: **File No:** NCS-1229807-MKE

Officer: Danielle Farina/DF

Description	Buyer Charge	Buyer Credit
Totals	1,870,580.00	1,870,580.00

PLEASE NOTE: A modification of money-transfer or disbursement instructions can be a red flag for Online Banking Fraud and could be a trap for the unwary. Should we knowingly receive such a modification, in the interest of prudence, we may consider it suspect and call a known and trusted phone number to verify its authenticity and accuracy. Your awareness and cooperation in taking appropriate steps to prevent fraud is greatly appreciated.

See Attached Signatures

Buyer's Estimated Settlement Statement

Settlement Date: **File No:** NCS-1229807-MKE
Officer: Danielle Farina/DF

BUYER(S):

Village of Germantown, a Wisconsin municipal corporation

By:_____
Name: _____
Title: _____

Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between Germantown Warhawks, LLC (the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation and/or 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, land containing approximately 14.9540 acres (the "Estimated Area") located at W156N11116 Pilgrim Road, Germantown, Wisconsin (Tax Key No. GTNV_262983) (the "Land"), and all fixtures and other improvements located on the Land, together with all and singular the rights, privileges, hereditaments and appurtenances pertaining to such Land, including, but not limited to, any right, title and interest of Seller in and to any strips and gores adjoining such Land 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 (collectively, the "Property").

1.2. Binding Acceptance. This Agreement is only binding upon the parties following execution by the Buyer.

ARTICLE II
PURCHASE PRICE

2.1. Purchase Price. The purchase price to be paid for the Property (the "Purchase Price") shall be an amount equal to One Million Seven Hundred Thousand Dollars ($1,700,000.00). The Purchase Price shall be payable at Closing as follows: (a) One Million Fifty Five Thousand Dollars ($1,055,000.00) in cash or other good funds at the Closing subject to such offsets and credits as described herein; and (b) the balance of the Purchase Price shall be payable on or before the first (1st) anniversary of the Closing Date. At Closing, Buyer shall provide to Seller fully executed and original copies of the following: (i) a promissory note in the amount of the balance of the Purchase Price in substantially the same form as shown in the attached Exhibit A (the "Promissory Note"); and (ii) a first mortgage securing the Promissory Note, substantially in the same form attached hereto as Exhibit B, which shall be recorded against the Property (the "Mortgage").

ARTICLE III
EARNEST MONEY

3.1. Earnest Money; Amount and Payment. Not later than five (5) 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 First American Title, Inc., 833 E Michigan St Suite 550, Milwaukee, WI 53202 (the "Title Company"). The Title Company shall deposit the Earnest Money in an interest-bearing account acceptable to Buyer, with interest

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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 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 to the extent the items are within Seller's actual possession or control (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, ground leases and the like, if applicable; and

(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 Property (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.

Neither Seller, nor any shareholder, officer, director, trustee, beneficiary, member, employee or agent thereof is making or shall be deemed to have made any express or implied representation or warranty of any kind or nature as to any Due Diligence Materials provided, including, but not limited to, representations regarding the accuracy or completeness of any such Due Diligence Materials.

ARTICLE V
TITLE REVIEW AND SURVEY

5.1. Title Review Period. Upon execution of this Agreement, Seller 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 (the "Title Commitment"). Buyer shall

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have until thirty (30) 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, the Seller shall have no obligation whatsoever to cure or attempt to cure any of Buyer's objections. Notwithstanding the foregoing, 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."

5.2. New Survey. Within one hundred and twenty (120) days after the delivery of the Title Commitment, 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 be an ALTA survey containing those items from Table A as Buyer deems necessary and 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. Inspection Period. Commencing on the Effective Date and expiring on the date that is one hundred twenty (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 structural integrity of the soil conditions of the Property, engineering characteristics, utilities, access, title, zoning, leasing or sale prospects, and Buyer's determination whether or not development of the Property is feasible (collectively the "Due Diligence Activities"). In no event shall the Due Diligence Activities include a Phase II environmental assessment of the Property without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion. 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 6.1 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 6.1. If Buyer delivers the termination notice referenced above or if Buyer is deemed to have terminated this Agreement as provided above, the

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Title Company shall immediately deliver the Earnest Money and any undistributed accrued interest to Buyer free of any claims by 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.

6.2. 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.

6.3. 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 6.2 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.

6.4. 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 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, except as may otherwise be disclosed in the Due Diligence Materials, 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.

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(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. To the best of Seller's knowledge, 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 condemnation or eminent domain proceedings 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 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 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. Seller has not received written notice of any violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Property.

(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 4.1 which shall be terminated prior to Closing unless Buyer and Seller mutually agree upon assignment of said contract or lease in writing prior to Closing. 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 9.4.

(i) No Outstanding Obligations. There will be no debts, liabilities or obligations of Seller with respect to the Property other than ad valorem real property taxes contemplated in

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Section 9.4, 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. To the best of Seller's knowledge, 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.

(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) No Untrue Statement. To the best of Seller's knowledge, 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.

When used in this Agreement, the term "to the best of Seller's knowledge" or the like shall mean and be limited to the actual (and not imputed, implied or constructive) current knowledge, without a duty of inquiry, of Paul Wagner. Notwithstanding anything to the contrary set forth in this Agreement, the foregoing individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete.

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 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

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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 not otherwise released or identified by Seller as an item to remain uncured under Section 5.1 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 of 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"); provided however, that any such Entitlements shall not be binding upon the Seller and/or the Property prior to the Closing. Seller agrees to cooperate with Buyer in all matters related to the negotiation and procurement of such Entitlements, provided that such covenant of cooperation shall not require Seller to incur any out-of-pocket costs or expenses.

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).

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(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 9.2(c) with respect to the Property.

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 returned 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 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 its default remedies pursuant to Section 10.1 below.

ARTICLE IX
CLOSING

9.1. 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).

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 special 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) A proforma owner's policy of title insurance or "marked up" Title Commitment (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.

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(d) Such evidence or other documents that may be reasonably required by 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 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 evidence or other documents that may be reasonably required by the Title Company evidencing the status and capacity of Buyer and the authority of the person or persons who are executing the various documents on behalf of the Buyer in connection with the purchase of the Property.

(d) The Promissory Note.

(e) The Mortgage.

(f) 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 (excluding any title endorsements requested by Buyer), the cost of the issuance of the Title Policy, one hundred percent (100%) of any transfer taxes in connection with the sale, one-half (1/2) of any escrow charges, and the cost of recording any instruments required to discharge any liens or encumbrances against the Property required to be discharged at Closing. 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 Buyer's Due Diligence Activities, the cost of recording the Deed and one-half (1/2) of any escrow charges and the commission to Brokers in accordance with Section 11.8. 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

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where the Property is located.

9.5. Adjustments and Prorations. At Closing, the following items shall be adjusted or prorated between Seller and Buyer:

(a) With respect to general real estate taxes that accrue in the year of Closing (the "Closing Year Taxes"), Seller shall provide a credit to Buyer in an amount equal to the Closing Year Taxes attributable to the period of January 1 of the year in which Closing occurs through the Closing Date and Buyer shall be responsible for all Closing Year Taxes when payable; the apportionment of the Closing Year Taxes shall be upon the basis of the prior year's tax bill, unless the actual bill for the Closing Year Taxes is available. Seller shall be responsible for the payment of general real estate taxes for all years preceding and including the general estate taxes that accrued prior to the Closing Date. In the event that the Property is not a separate and distinct tax parcel as of the Closing Date, the Closing Year Taxes shall be apportioned based upon the acreage of the Property in proportion to the acreage of the entire parcel comprising such tax parcel. All special taxes or assessments approved or assessed prior to the Closing Date shall be paid by Seller.

9.6. 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.

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 five (5) business days after receipt of written notice from Buyer, Buyer shall, as it sole remedy, 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, the Title Company immediately shall deliver the Earnest Money and any undistributed accrued interest to Buyer, free of any claims by Seller, and Seller shall reimburse Buyer for its actual and documented costs and expenses incurred with respect to this Agreement, up to a maximum amount of Twenty-Five Thousand and 00/100 Dollars ($25,000.00); or (ii) to enforce specific performance of Seller's obligations under this Agreement.

10.2. Default by Buyer. In the event that Buyer 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 receipt of written notice from Seller, 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 unless expressly provided otherwise in this Agreement, and the Title Company immediately shall deliver the Earnest Money 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.

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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, 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:

Germantown Warhawks, LLC
c/o Paul Wagner
115 S 84th Street, Suite 350
Milwaukee, WI 53214
Paul.wagner@greywp.com

With a copy to:

Mallery sc
c/o Ajay Kuttemperoor
731 North Jackson Street, Suite 900
Milwaukee, WI 53202
akuttemperoor@mallerysc.com

TO BUYER:

Village of Germantown
c/o Steve Kreklow
N112 W17001 Mequon Road
Germantown, WI 53022
skreklow@germantownwi.gov

With a copy to:

Brian C. Sajdak
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132
brian@wrslegal.net

Any party entitled to receive notices hereunder may change the address for notice specified above

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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 in Section 7.1 shall not be deemed to be merged into or waived by the instruments of the Closing but shall expressly survive the Closing for a period of six (6) months.

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 in Buyer's sole and absolute discretion. 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,(subject however to the following sentence), and such assignee shall be responsible to comply with and perform all terms, provisions and obligations of Buyer as if assignee were the original Buyer party to this Agreement. Notwithstanding any assignment of this Agreement, the Village of Germantown expressly acknowledges and agrees that the Promissory Note and the Mortgage shall be executed by the Village of Germantown and delivered to Seller at Closing.

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. 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 non-prevailing 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.

11.7. 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.

11.8. Brokers. Buyer shall pay brokerage commission to CopeLand Brokerage LLC. pursuant to a separate written agreement; provided, however, that no commission will be earned or due if this Agreement terminates, is rescinded or fails to close or fund for any reason. Each party represents and warrants to the other that, except for the broker identified in the immediately preceding sentence, 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

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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.

11.9. Broker Disclosure. Buyer and Seller hereby discloses that one or more members/principals of Buyer are licensed real estate broker(s) in the State of Wisconsin.

11.10. As-Is Condition. SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7.1 ABOVE, AND ACKNOWLEDGING BUYER'S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7.1 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER'S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS". EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 OF THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE CONSTRUCTION OF THE IMPROVEMENTS AND WHETHER THERE EXISTS ANY CONSTRUCTION DEFECTS THEREIN, (C) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (D) THE INCOME TO BE DERIVED FROM THE PROPERTY, (E) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (F) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (G) THE HABITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (H) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL UNITS THEREIN, OR (I) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY.

11.11. 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

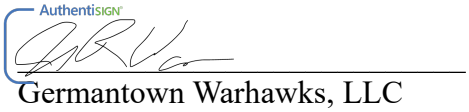
Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[SIGNATURE PAGE FOLLOWS]

Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

SELLER



Germantown Warhawks, LLC

08/11/24

Date

BUYER



Village of Germantown

08/09/24

Date

Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

EXHIBIT A
Example Promissory Note

PROMISSORY NOTE

Amount: _____ Germantown, WI
_____, 2024

For value received, the Village of Germantown, Wisconsin (the "Village") promise to pay to the order of the Germantown Warhawks, LLC (the "Payee") at 115 S 84th Street, Suite 350, Milwaukee, WI 53214, the principal sum of _____ Dollars ($_____), together with interest accruing from and after the date hereof on the unpaid principal balance from time to time outstanding at a rate per annum which is equal to the lowest 3-month Applicable Federal Rate as that term is defined in 26 U.S.C. § 1274(d) in total on _____, 2025 (the "Maturity Date").

This Note may be paid in full at any time without penalty. This Note is secured by a mortgage dated on even date herewith (the "Mortgage") on real estate and improvements thereon, located in Washington County, Wisconsin.

The Village agrees to pay all costs and expenses of collection incurred by Payee of this Note, in or out of Court, including without limitation, Court related costs and expenses and reasonable attorneys' fees and disbursements (including such costs, fees, and disbursements incurred on appeal of any litigation). No extension of time for payment of this Note and no alteration, amendment, or waiver of any provision of this Note shall release, discharge, modify, change, or affect the liability of the Village under this Note except as may be expressly provided for in a written alteration or modification.

No delay by Village or Payee in enforcing any covenant or right under this Note shall be deemed a waiver of any covenant or right, and no waiver by Village or Payee of any particular provision of this Note shall be deemed a waiver of any other provision or a continuing waiver of any particular provision, and except as so expressly waived in writing, all provisions shall continue in full force and effect.

The consideration and value for the Note consists of the transfer and sale of that certain real estate subject to the terms and conditions of the certain Purchase Agreement entered into by and between the Village and Payee dated _____, 2024.

This Note shall be construed and enforced according to the laws of the State of Wisconsin.

_____
[Signature]

_____
Dean Wolter, Village President

Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

_____

[Signature on behalf of Payee]

_____

[Printed Name of Agent on behalf of Payee]

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____, 20___, the above-named Dean Wolter, Village President, to me known to be person who executed the foregoing instrument and acknowledged the same.

_____

[Notary Public]

_____

[Printed Name of Notary]

My Commission Expires: _____

4871-9883-5144, v. 1

Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

EXHIBIT B
Example Mortgage

REAL ESTATE MORTGAGE

Document Number

Village of Germantown ("Mortgagor," whether one or more) mortgages to _____, its successors or assigns ("Mortgagee," whether one or more), to secure payment of $_____ evidenced by a note or notes, or other obligation ("Obligation") dated _____, executed by the Village of Germantown, to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Washington County, State of Wisconsin ("Property"):

Name and Return Address:

SEE ATTACHED EXHIBIT A

1. MORTGAGOR'S COVENANTS.

a. COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting: general real estate taxes imposed for 2024 and payable in 2025, subject to paragraph 1.c. below.

9999999
Parcel Identification Number(s) – (PIN)

This Property IS NOT the homestead of Mortgagor.

b. FIXTURES. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. USE OF PROPERTY. Mortgagor and Mortgagee understand and agree that the intent for the Property is for redevelopment. Accordingly, no property insurance on the improvements is necessary, and Mortgagor shall be entitled to raze and remove any improvements on the Property without consent or permission from Mortgagee. Mortgagor shall keep in full force and effect at all times during the term of this Mortgage its Public Entity Liability policy or similar, general liability insurance, which shall include bodily injury (including death), personal injury, contractual liability, and naming Mortgagee as an additional insured

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party.

e. OTHER COVENANTS. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair (subject to the provisions of paragraph 1.d. above), to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. DEFAULT AND REMEDIES. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. NOTICE. Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. EXPENSES AND ATTORNEY FEES. In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. FORECLOSURE WITHOUT DEFICIENCY. Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. RECEIVER. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. WAIVER. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. MORTGAGEE MAY CURE DEFAULTS. In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. TRANSFER. Based upon the intent to redevelop the Property, Mortgagor shall be entitled to divide the Property, and to transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without consent or permission of Mortgagee, and Mortgagee shall

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execute any and all consents, partial releases, or similar documents necessary to accomplish the redevelopment. Notwithstanding the above, Mortgagor shall not transfer, sell or convey all of the Property or, in the event of a division of the Property, the last remaining portion of the Property without repaying the Obligation. Notwithstanding anything contained herein to the contrary, Mortgagor may not transfer, assign, sell or convey any legal or equitable interest in this Mortgage and/or the Obligation without the prior written consent of Mortgagee, which shall not be unreasonably withheld.

10. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

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[ ] A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.

[ ] B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are the Village of Germantown, N112 W17001 Mequon Road, Germantown, WI 53022; (6) the state of organization and the organizational identification number of the debtor (if applicable) are N/A; and (7) the address of the secured party is _____.

13. SINGULAR; PLURAL. As used herein, the singular shall include the plural and any gender shall include all genders.

14. JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY. The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. INVALIDITY. In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. MARITAL PROPERTY STATEMENT. Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Signed and sealed this _____ day of _____, 2024.

MORTGAGOR

_____
Dean M. Wolter, President

ATTEST:

_____
Donna Ott, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF WASHINGTON)

Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

Personally came before me this _____ day of _____, 2024, the above-named Dean M. Wolter, President and Donna Ott, Clerk, known to me to be the person(s) who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, State of Wisconsin
My Commission _____

Signed and sealed this _____ day of _____, 2024.

MORTGAGEE

_____

STATE OF WISCONSIN)
) SS
COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____, 2024, the above-named _____, known to me to be the person(s) who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, State of Wisconsin
My Commission _____

Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

This document drafted by Brian C. Sajdak, Village Attorney,
of Wesolowski, Reidenbach & Sajdak, S.C.

Exhibit A – Legal Description

First American Title Insurance Company
National Commercial Services
833 East Michigan St., Suite 550 • Milwaukee, WI 53202

Office Phone:(414)224-1778 *Office Fax:*(414)224-6188

Estimated Settlement Statement

File No: NCS-1229807X1-MKE
Escrow Officer: Danielle Farina/DF
Estimated Settlement Date: 06/30/2025
Disbursement Date:

Property:
N112W15421 & N112W15415, Mequon Road, Germantown,
WI 53022

Buyer:
Village of Germantown, a Wisconsin Municipal corporation

Seller:
Red Badger, LLC

Buyer Charge	Buyer Credit	Description	Seller Charge	Seller Credit
		Consideration		
5,000,000.00		**Total Consideration**		5,000,000.00
		Deposits In Escrow		
	25,000.00	Receipt No. 1740137293 on 08/19/2024 by Village of Germantown, a Wisconsin Municipal corporation		
		Prorations		
	42,925.50	2025 Real Estate Tax proration 01/01/25 to 06/30/25 @$87,043.38/yr	42,925.50	
		Title/Escrow Charges		
500.00		Closing-Escrow Fee to First American Title Insurance Company National Commercial Services	500.00	
		Assessment Search to First American Title Insurance Company National Commercial Services	170.00	
10.00		Recording Service Fee to First American Title Insurance Company National Commercial Services		
		Policy-Standard ALTA 2021 Owner's to First American Title Insurance Company National Commercial Services	5,163.00	
		[WI - GAP] GAP Coverage Commitment -WI to First American Title Insurance Company National Commercial Services	300.00	
30.00		Recording Fees		
		Transfer Tax - State	15,000.00	
		Disbursements Paid		
		Miscellaneous Disbursement		
50,000.00		Acquisition Fee to CopeLand Real Estate Services, LLC		
300,000.00		Commission to CopeLand Brokerage, LLC		
	5,282,614.50	**Cash (X From) (To) Buyer**		
		Cash (X To) (From) Seller	4,935,941.50	

Estimated Settlement Statement

Settlement Date: **File No:** NCS-1229807X1-MKE

Officer: Danielle Farina/DF

Buyer Charge	Buyer Credit	Description	Seller Charge	Seller Credit
5,350,540.00	5,350,540.00	**Totals**	5,000,000.00	5,000,000.00

PLEASE NOTE: A modification of money-transfer or disbursement instructions can be a red flag for Online Banking Fraud and could be a trap for the unwary. Should we knowingly receive such a modification, in the interest of prudence, we may consider it suspect and call a known and trusted phone number to verify its authenticity and accuracy. Your awareness and cooperation in taking appropriate steps to prevent fraud is greatly appreciated.

Authentisign ID: 7A53051E-5AEA-EF11-88F8-002248264582

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between Red Badger, LLC (the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation and/or 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 3.60 acres (the "Area") located at N112W15421 Mequon Road, Germantown, Wisconsin (Tax Key No. GTNV_262341) (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 Land, including, but not limited to, any right, title and interest of Seller in and to any strips and gores adjoining such Land 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 (collectively, the "Property").

1.2. Binding Acceptance. This Agreement is only binding upon the parties following execution by the Buyer.

ARTICLE II
PURCHASE PRICE

2.1. Purchase Price. The purchase price to be paid for the Property (the "Purchase Price") shall be an amount equal to Five Million Dollars ($5,000,000.00). 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. Buyer and Seller agree that the Twenty-Five Thousand and No/100 Dollars ($25,000.00) Earnest Money (the "Earnest Money") deposited with First American Title, Inc., 833 E Michigan St Suite 550, Milwaukee, WI 53202 (the "Title Company") pursuant to the prior purchase and sale agreement between the Buyer and Seller for a portion of the Property dated August 11, 2024 (and as subsequently amended) (the "Prior Agreement"), shall be transferred and applied to this Agreement. The Title Company shall retain 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.

Authentisign ID: 7A53051E-5AEA-EF11-88F8-002248264582

ARTICLE IV
PRE-CLOSING OBLIGATIONS AND CONDITIONS

4.1. Items to be Delivered by Seller. Within ten (10) 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 to the extent the items are within Seller's actual possession or control (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, 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 Property (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.

(g) all leases, storage and occupancy agreements relating to the Property together with a certified rent roll which describes with respect to each lease, the name of the tenant, the fixed monthly rental, any other rents or charges, the term expiration date and the amount of the security deposit held thereunder;

(h) Operating expenses related to the property, including maintenance, utilities, property taxes, insurance, and management fees and all Property contracts.

(i) building plans to date;

(j) any other documents or items reasonably requested by Buyer or Buyer's counsel.

Neither Seller, nor any shareholder, officer, director, trustee, beneficiary, member, employee or agent thereof is making or shall be deemed to have made any express or implied representation or warranty of any kind or nature as to any Due Diligence Materials provided, including, but not limited to, representations regarding the accuracy or completeness of any such Due Diligence Materials.

Authentisign ID: 7A53051E-5AEA-EF11-88F8-002248264582

ARTICLE V
TITLE REVIEW AND SURVEY

5.1. Title Review. The parties acknowledge and agree to the following: (i) in conjunction with the Prior Agreement, Buyer is in receipt of Title Insurance Commitment #NCS-1229807X1-MKE, issued by First American Title Insurance Company, and with an effective date of August 6, 2024 (the "Title Commitment"); (ii) Buyer had delivered to Seller a notice of title defects dated August 23, 2024 (the "Title Defect Notice"); (iii) Seller has delivered to Buyer a title cure notice dated August 29, 2024 (the "Title Cure Notice"); and (iv) any title exceptions which are shown on Schedule B of the Title Commitment, other than matters that Seller has agreed to cure, or has indicated in the Title Cure Notice will be cured, shall be "Permitted Exceptions." Notwithstanding the foregoing, the parties further acknowledge and agree that the Title Cure Notice is hereby modified to reflect that Exception #26 of the Title Commitment shall be amended to reflect the rights of Columbia St. Mary's Hospital Milwaukee Inc. ("St. Mary's Hospital") pursuant to its lease agreement dated September 6, 2002 (as subsequently amended, the "Hospital Lease"). In the event that, as part of the closing on this transaction, the Title Company requires the issuance of a "Revised Commitment" and that such Revised Commitment is substantially different than the Title Commitment, the Buyer shall have five (5) days from the issuance of the Revised Commitment to amend its Title Defect Notice, and Seller shall have five (5) days thereafter to amend its Title Cure Notice. The rights of the Parties under the Prior Agreement with respect to any uncured title defects shall apply here to any uncured defects in the Revised Commitment.

5.2. New Survey. Prior to Closing, Buyer may, 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 be an ALTA survey containing those items from Table A as Buyer deems necessary and 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. Inspection Period. Commencing on the Effective Date and expiring on February 24, 2025 (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 structural integrity of the soil conditions of the Property, engineering characteristics, utilities, access, title, zoning, leasing or sale prospects, and Buyer's determination whether or not development of the Property is feasible (collectively the "Due Diligence Activities"). In no event shall the Due Diligence Activities include a Phase II environmental assessment of the Property without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion. Buyer shall conduct such inspections in a manner not disruptive to tenants or to the operation of the Property. No inspection shall be undertaken without reasonable prior notice to Seller, and Seller shall have the right to be present at any or all inspections. Buyer shall have the option, in its sole discretion, to extend the Inspection Period for an additional thirty (30) days (the "Option Inspection Period") by providing written notice to Seller of its exercise of the option not later than the end of the Inspection Period. In the

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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 6.1 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 6.1. 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; 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.

6.2. 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.

6.3. 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 6.2 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.

6.4. 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 VII
REPRESENTATIONS. WARRANTIES.

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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, except as may otherwise be disclosed in the Due Diligence Materials, 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. To the best of Seller's knowledge, 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 condemnation or eminent domain proceedings 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 7.1 and Section 8.2 below): (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. Seller has not received written notice of any violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Property.

(h) Contracts. Leases. Except for the Hospital Lease, there are no contracts, leases, or

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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 4.1 which shall be terminated prior to Closing unless Buyer and Seller mutually agree upon assignment of said contract or lease in writing prior to Closing. 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 9.4.

(i) No Outstanding Obligations. There will be no debts, liabilities or obligations of Seller with respect to the Property other than ad valorem real property taxes contemplated in Section 9.4, 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. To the best of Seller's knowledge, 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) 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 the St Mary's Hospital pursuant to the Hospital Lease.

(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) No Untrue Statement. To the best of Seller's knowledge, 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.

When used in this Agreement, the term "to the best of Seller's knowledge" or the like shall mean and be limited to the actual (and not imputed, implied or constructive) current knowledge, without a duty of inquiry, of Paul Wagner. Notwithstanding anything to the contrary set forth in this Agreement, the foregoing individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete.

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 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

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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 not otherwise released or identified by Seller as an item to remain uncured under Section 5.1 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 of 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"); provided however, that any such Entitlements shall not be binding upon the Seller and/or the Property prior to the Closing. Seller agrees to cooperate with Buyer in all matters related to the negotiation and procurement of such Entitlements, provided that such covenant of cooperation shall not require Seller to incur any out-of-pocket costs or expenses.

ARTICLE VIII
CONDITIONS PRECEDENT TO CLOSING

8.1. Conditions Precedent to Buyer's Performance. The obligation of Buyer to close the

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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 9.2(c) with respect to the Property.

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 returned 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 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 its default remedies pursuant to Section 10.1 below.

8.2. Conditions Precedent to Seller's Performance. The obligation of Seller to close the transaction described in this Agreement, unless waived in writing by Seller, shall be subject to the following conditions precedent:

(a) Not later than Closing, Seller shall deliver to Buyer an estoppel certificate (the form of which shall be agreed to during the Inspection Period) from St Mary's Hospital stating the commencement and termination dates of such lease or rights; and certifying that (a) the lease commencement and expiration dates; (b) any rights of such person have not been assigned, modified, supplemented or amended (c) that all conditions to be performed by the landlord and Seller have been satisfied (stating exceptions, if any), (d) no defenses or offsets against the enforcement of right by such person or Seller, (e) the date to which rent has been paid, (f) the amount of security deposited with Landlord, and (g) all other terms and conditions of such lease or rights of occupancy or possession.

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In the event that any of the above conditions are not satisfied or waived in writing by Seller prior to Closing, Seller may terminate this Agreement by delivery of a written termination notice to Buyer on or before the Closing Date, in which event of termination, the Earnest Money and any undistributed accrued interest shall be returned 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 as otherwise expressly provided in this Agreement).

ARTICLE IX
CLOSING

9.1. 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 or before June 30, 2025 (the "Closing Date"), or such other date as mutually agreed upon by both Buyer and Seller (provided that Buyer gives Seller at least five (5) days' advance written notice of such earlier designated date).

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 special 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) A proforma owner's policy of title insurance or "marked up" Title Commitment (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 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 7.2(b).

(f) A closing statement in form and content satisfactory to Seller and Buyer (the "Closing Statement") signed by Seller.

(g) An assignment of all of Seller's right, title and interest in and to the Hospital Lease (the "Assignment of Leases") signed by Seller; the form of the assignment agreement shall be

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agreed to between Seller and Buyer during the Inspection Period.

(h) 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 Assignment of Leases, signed by Buyer.

(c) The Closing Statement, signed by Buyer.

(d) Such evidence or other documents that may be reasonably required by the Title Company evidencing the status and capacity of Buyer and the authority of the person or persons who are executing the various documents on behalf of the Buyer in connection with the purchase of the Property.

(e) The Promissory Note.

(f) The Mortgage.

(g) 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 (excluding any title endorsements requested by Buyer), the cost of the issuance of the Title Policy, one hundred percent (100%) of any transfer taxes in connection with the sale, one-half (1/2) of any escrow charges, and the cost of recording any instruments required to discharge any liens or encumbrances against the Property required to be discharged at Closing. 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 Buyer's Due Diligence Activities, the cost of recording the Deed and one-half (1/2) of any escrow charges and the commission to Brokers in accordance with Section 11.8. 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.

9.5. Adjustments and Prorations. At Closing, the following items shall be adjusted or prorated between Seller and Buyer:

(a) All collected rent and other collected income under the Hospital Lease in effect on

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the Closing Date shall be prorated as of the Closing. Seller shall be charged with any rent and other income collected by Seller before Closing, but applicable to any period of time after Closing. Uncollected rent and other income shall not be prorated. Seller and Buyer agree that all rent received by Seller or Buyer after the date of Closing shall be applied (and as applicable, forwarded to the party entitled to such rent in accordance with the provisions hereof) in the following order: (i) first, to Buyer in payment of the current rent due under such Hospital Lease, (ii) second, to Buyer in payment of delinquent rent due under such Hospital Lease for the period from and after the Closing, and (iii) third, to Seller in payment of rent coming due and payable prior to the Closing. Buyer will not be obligated to seek legal relief or to file lawsuits on behalf of Seller for the collection of any delinquent rent. However, Seller shall have the right to pursue payment of such unpaid rent due to Seller for any period of time up to the Closing, in accordance with the terms of the Hospital Lease and applicable law;

(b) With respect to general real estate taxes, St. Mary's Hospital is responsible for payment of all such real estate taxes levied against the Property; as such, there shall be no proration for real estate taxes.

9.6. Right to Possession. At the Closing, Buyer shall have full and unrestricted right to possession of the Property, subject to the rights of St. Mary's Hospital, 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.

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 five (5) business days after receipt of written notice from Buyer, Buyer shall, as it sole remedy, 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, the Title Company immediately shall deliver the Earnest Money and any undistributed accrued interest to Buyer, free of any claims by Seller, and Seller shall reimburse Buyer for its actual and documented costs and expenses incurred with respect to this Agreement, up to a maximum amount of Twenty-Five Thousand and 00/100 Dollars ($25,000.00); or (ii) to enforce specific performance of Seller's obligations under this Agreement.

10.2. Default by Buyer. In the event that Buyer 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 receipt of written notice from Seller, 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 unless expressly provided otherwise in this Agreement, and the Title Company immediately shall deliver the Earnest Money 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.

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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, 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:

Red Badger, LLC
c/o Joe Wagner
115 S 84th Street, Suite 350
Milwaukee, WI 53214
joe.wagner@greywp.com

With a copy to:

Mallery sc
c/o Ajay Kuttemperoor
731 North Jackson Street, Suite 900
Milwaukee, WI 53202
akuttemperoor@mallerysc.com

TO BUYER:

Village of Germantown
c/o Steve Kreklow
N112 W17001 Mequon Road
Germantown, WI 53022
skreklow@germantownwi.gov

With a copy to:

Brian C. Sajdak
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132
brian@wrslegal.net

Any party entitled to receive notices hereunder may change the address for notice specified above

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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 in Section 7.1 shall not be deemed to be merged into or waived by the instruments of the Closing but shall expressly survive the Closing for a period of six (6) months.

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 in Buyer's sole and absolute discretion. 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, and such assignee shall be responsible to comply with and perform all terms, provisions and obligations of Buyer as if assignee were the original Buyer party to this Agreement.

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. 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 non-prevailing 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.

11.7. 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.

11.8. Brokers. Buyer shall pay brokerage commission to CopeLand Brokerage LLC. pursuant to a separate written agreement; provided, however, that no commission will be earned or due if this Agreement terminates, is rescinded or fails to close or fund for any reason. Each party represents and warrants to the other that, except for the broker identified in the immediately preceding sentence, 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.

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11.9. Broker Disclosure. Buyer and Seller hereby discloses that one or more members/principals of Buyer are licensed real estate broker(s) in the State of Wisconsin.

11.10. As-Is Condition. SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7.1 ABOVE, AND ACKNOWLEDGING BUYER'S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7.1 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER'S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS". EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 OF THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE CONSTRUCTION OF THE IMPROVEMENTS AND WHETHER THERE EXISTS ANY CONSTRUCTION DEFECTS THEREIN, (C) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (D) THE INCOME TO BE DERIVED FROM THE PROPERTY, (E) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (F) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (G) THE HABITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (H) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL UNITS THEREIN, OR (I) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY.

11.11. 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.

[SIGNATURE PAGE FOLLOWS]

Authentisign ID: 7A53051E-5AEA-EF11-88F8-002248264582

SELLER

Red Badger, LLC — Date: 02/13/25

BUYER

Steve Krecklow

Village of Germantown — Date: 02/13/25

4920-2749-4938, v. 1

Authentisign ID: FAC80E11-475E-EF11-991A-002248270DCE

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement (the "First Amendment") is entered into by and between Red Badger, LLC (the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation, or its assigns (the "Buyer"), and amends that Purchase and Sale Agreement between the parties for the Property at N112W15421 Mequon Road with an Effective Date of August 11, 2024 (the "Agreement"). Seller and Buyer agree as follows:

1. All defined terms in the Agreement shall have the same meaning in this First Amendment unless otherwise specified herein.

2. Paragraph 3.1 of the Agreement is amended to read as follows (Note: Deleted text is ~~stuck-through~~; Added text is double underlined):

> **3.1. Earnest Money; Amount and Payment.** Not later than August 19, 2024 ~~five (5) 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 First American Title, Inc., 833 E Michigan St Suite 550, Milwaukee, WI 53202 (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.

3. All other terms of the Agreement shall remain the same.

[SIGNATURE PAGE FOLLOWS]

SELLER

Authentisign

08/19/24

Joe Wagner Date
Red Badger, LLC

BUYER

Steven Kreklow 8/19/2024

Steven R. Kreklow Date
Village Administrator

Docusign Envelope ID: A28BEA09-8E2A-4594-A5B1-25259571179F

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Second Amendment to Purchase and Sale Agreement (the "Second Amendment") is entered into by and between Red Badger, LLC (the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation, or its assigns (the "Buyer"), and amends that Purchase and Sale Agreement between the parties for the Property at N112W15421 Mequon Road with an Effective Date of August 11, 2024 (the "Agreement") and as amended by that certain Amendment No. 1 dated August 19, 2024. Seller and Buyer agree as follows:

1. All defined terms in the Agreement shall have the same meaning in this Second Amendment unless otherwise specified herein.

2. Paragraph 6.1 of the Agreement is amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is double underlined):

6.1. Inspection Period. Commencing on the Effective Date and expiring on February 14, 2025 ~~the date that is one hundred twenty (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 structural integrity of the soil conditions of the Property, engineering characteristics, utilities, access, title, zoning, leasing or sale prospects, and Buyer's determination whether or not development of the Property is feasible (collectively the "Due Diligence Activities"). Buyer shall have the option, in its sole discretion, to extend the Inspection Period for an additional thirty (30) days (the "Option Inspection Period") by providing written notice to Seller of its exercise of the option not later than the end of the Inspection Period. In no event shall the Due Diligence Activities include a Phase II environmental assessment of the Property without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion. 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 6.1 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 6.1. 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; 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

Docusign Envelope ID: A28BEA09-8E2A-4594-A5B1-25259571179F

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.

3. All other terms of the Agreement shall remain the same.

[SIGNATURE PAGE FOLLOWS]

SELLER

AuthentiSIGN

12/03/24

Joseph Wagner Date
Red Badger, LLC

BUYER

Signed by:
Dean Wolter 12/3/2024
C896D83DBE7546B...

Dean M. Wolter Date
Village President

4879-5117-5421, v. 1

First American Title Insurance Company
National Commercial Services
833 East Michigan St., Suite 550 • Milwaukee, WI 53202

Office Phone:(414)224-1778 *Office Fax:*(414)224-6188

Buyer's Estimated Settlement Statement

File No: NCS-1229807x2-MKE
Escrow Officer: Danielle Farina/DF
Estimated Settlement Date: 03/05/2025
Disbursement Date:

Property:
Lands along Pilgrim Road, Germantown, WI 53022

Buyer:
Village of Germantown, a wisconsin municipal corporation

Seller:
Red Badger, LLC

Description	Buyer Charge	Buyer Credit
Consideration		
Total Consideration	700,000.00	
Deposits In Escrow		
Receipt No. 1740137294 on 08/19/2024 by Village of Germantown, a wisconsin municipal corporation		25,000.00
Adjustments		
Seller Financing		550,000.00
Prorations		
2025 Real Estate Tax proration 01/01/25 to 03/05/25 @$4,418.70/yr		762.68
Title/Escrow Charges		
Closing-Escrow Fee to First American Title Insurance Company National Commercial Services	500.00	
Recording Service Fee to First American Title Insurance Company National Commercial Services	20.00	
Record Special Warranty Deed	30.00	
Record Mortgage	30.00	
Disbursements Paid		
Miscellaneous Disbursement		
Commission Inv #001 to CopeLand Broker, LLC	63,000.00	
Acqusition Fee Inv #009 to CopeLand Real Estate Services, LLC	7,000.00	
Cash (X From) (To) Buyer		194,817.32
Totals	770,580.00	770,580.00

Buyer's Estimated Settlement Statement

Settlement Date: **File No:** NCS-1229807x2-MKE

Officer: Danielle Farina/DF

PLEASE NOTE: A modification of money-transfer or disbursement instructions can be a red flag for Online Banking Fraud and could be a trap for the unwary. Should we knowingly receive such a modification, in the interest of prudence, we may consider it suspect and call a known and trusted phone number to verify its authenticity and accuracy. Your awareness and cooperation in taking appropriate steps to prevent fraud is greatly appreciated.

See Attached Signatures

Buyer's Estimated Settlement Statement

Settlement Date: **File No:** NCS-1229807x2-MKE

Officer: Danielle Farina/DF

BUYER(S):

Village of Germantown, a Wisconsin municipal corporation

Authentisign ID: FAC80E11-475E-EF11-991A-002248270DCE

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement (the "First Amendment") is entered into by and between Red Badger, LLC (the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation, or its assigns (the "Buyer"), and amends that Purchase and Sale Agreement between the parties for the Property identified as Tax Key No. GTNV 262-340 with an Effective Date of August 11, 2024 (the "Agreement"). Seller and Buyer agree as follows:

1. All defined terms in the Agreement shall have the same meaning in this First Amendment unless otherwise specified herein.

2. Paragraph 3.1 of the Agreement is amended to read as follows (Note: Deleted text is ~~stuck-through~~; Added text is double underlined):

> **3.1. Earnest Money; Amount and Payment.** Not later than August 19, 2024 ~~five (5) 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 First American Title, Inc., 833 E Michigan St Suite 550, Milwaukee, WI 53202 (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.

3. All other terms of the Agreement shall remain the same.

[SIGNATURE PAGE FOLLOWS]

SELLER

AuthentiSIGN

08/19/24

Joe Wagner Date
Red Badger, LLC

BUYER

Steven Kreklow 8/19/2024

Steven R. Kreklow Date
Village Administrator

Docusign Envelope ID: A28BEA09-8E2A-4594-A5B1-25259571179F

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Second Amendment to Purchase and Sale Agreement (the "Second Amendment") is entered into by and between Red Badger, LLC (the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation, or its assigns (the "Buyer"), and amends that Purchase and Sale Agreement between the parties for the Property identified as Tax Key No. GTNV 262-340 with an Effective Date of August 11, 2024 (the "Agreement") and as amended by that certain Amendment No. 1 dated August 19, 2024. Seller and Buyer agree as follows:

1. All defined terms in the Agreement shall have the same meaning in this Second Amendment unless otherwise specified herein.

2. Paragraph 6.1 of the Agreement is amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is double underlined):

6.1. Inspection Period. Commencing on the Effective Date and expiring on February 14, 2025 ~~the date that is one hundred twenty (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 structural integrity of the soil conditions of the Property, engineering characteristics, utilities, access, title, zoning, leasing or sale prospects, and Buyer's determination whether or not development of the Property is feasible (collectively the "Due Diligence Activities"). Buyer shall have the option, in its sole discretion, to extend the Inspection Period for an additional thirty (30) days (the "Option Inspection Period") by providing written notice to Seller of its exercise of the option not later than the end of the Inspection Period. In no event shall the Due Diligence Activities include a Phase II environmental assessment of the Property without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion. 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 6.1 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 6.1. 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; 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

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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.

3. All other terms of the Agreement shall remain the same.

[SIGNATURE PAGE FOLLOWS]

SELLER

AuthentiSIGN

12/03/24

Joseph Wagner Date
Red Badger, LLC

BUYER

Signed by:
Dean Wolter 12/3/2024
C896D83DBE7546B...

Dean M. Wolter Date
Village President

4886-3969-6637, v. 1

Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between Red Badger, LLC (the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation and/or 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, a portion of the tract of land containing approximately 0.80 acres (the "Estimated Area") located at N112W15421 Mequon Road, Germantown, Wisconsin (Tax Key No. GTNV_262341) (the "Land"), and all fixtures and other improvements located on the Land, together with all and singular the rights, privileges, hereditaments and appurtenances pertaining to such Land, including, but not limited to, any right, title and interest of Seller in and to any strips and gores adjoining such Land 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 (collectively, the "Property"). The exact dimensions and size of the Land shall be determined and confirmed by the CSM, as further defined below in Section 8.2.

1.2. Binding Acceptance. This Agreement is only binding upon the parties following execution by the Buyer.

ARTICLE II
PURCHASE PRICE

2.1. Purchase Price. The purchase price to be paid for the Property (the "Purchase Price") shall be an amount equal to Five Hundred Five Thousand Two Hundred and Ninety-Six Dollars ($505,296.00) or $14.50 per square foot. The Purchase Price shall be payable at Closing as follows: (a) One Hundred and Fifty Thousand Dollars ($150,000.00) in cash or other good funds at the Closing subject to such offsets and credits as described herein; and (b) the balance of the Purchase Price shall be payable on or before the first (1st) anniversary of the Closing Date. At Closing, Buyer shall provide to Seller fully executed and original copies of the following: (i) a promissory note in the amount of the balance of the Purchase Price in substantially the same form as shown in the attached Exhibit A (the "Promissory Note"); and (ii) a first mortgage securing the Promissory Note, substantially in the same form attached hereto as Exhibit B, which shall be recorded against the Property (the "Mortgage").

ARTICLE III
EARNEST MONEY

3.1. Earnest Money; Amount and Payment. Not later than five (5) 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 First American Title, Inc.,

Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

833 E Michigan St Suite 550, Milwaukee, WI 53202 (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 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 to the extent the items are within Seller's actual possession or control (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, ground leases and the like, if applicable; and

(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 Property (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.

Neither Seller, nor any shareholder, officer, director, trustee, beneficiary, member, employee or agent thereof is making or shall be deemed to have made any express or implied representation or warranty of any kind or nature as to any Due Diligence Materials provided, including, but not limited to, representations regarding the accuracy or completeness of any such Due Diligence Materials.

ARTICLE V
TITLE REVIEW AND SURVEY

5.1. Title Review Period. Upon execution of this Agreement, Seller shall order a current commitment for the issuance of an owner policy of title insurance to Buyer from the Title

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Company, including true, correct and legible copies of all instruments referred to in the commitment as conditions or exceptions to title to the Land (the "Title Commitment"). Buyer shall have until thirty (30) 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, the Seller shall have no obligation whatsoever to cure or attempt to cure any of Buyer's objections. Notwithstanding the foregoing, 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."

5.2. New Survey. Within one hundred and twenty (120) days after the delivery of the Title Commitment, 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 be an ALTA survey containing those items from Table A as Buyer deems necessary and 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. Inspection Period. Commencing on the Effective Date and expiring on the date that is one hundred twenty (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 structural integrity of the soil conditions of the Property, engineering characteristics, utilities, access, title, zoning, leasing or sale prospects, and Buyer's determination whether or not development of the Property is feasible (collectively the "Due Diligence Activities"). In no event shall the Due Diligence Activities include a Phase II environmental assessment of the Property without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion. 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 6.1 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

Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

to terminate this Agreement under this Section 6.1. 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; 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.

6.2. 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.

6.3. 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 6.2 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.

6.4. 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 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, except as may otherwise be disclosed in the Due Diligence Materials, which shall be true and correct as of the Effective Date and on the Closing Date:

Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

(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. To the best of Seller's knowledge, 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 condemnation or eminent domain proceedings 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 7.1 and Section 8.2 below): (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. Seller has not received written notice of any violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Property.

(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 4.1 which shall be terminated prior to Closing unless Buyer and Seller mutually agree upon assignment of said contract or lease in writing prior to Closing. 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 9.4.

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(i) No Outstanding Obligations. There will be no debts, liabilities or obligations of Seller with respect to the Property other than ad valorem real property taxes contemplated in Section 9.4, 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. To the best of Seller's knowledge, 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.

(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) No Untrue Statement. To the best of Seller's knowledge, 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.

When used in this Agreement, the term "to the best of Seller's knowledge" or the like shall mean and be limited to the actual (and not imputed, implied or constructive) current knowledge, without a duty of inquiry, of Paul Wagner. Notwithstanding anything to the contrary set forth in this Agreement, the foregoing individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete.

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 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

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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 not otherwise released or identified by Seller as an item to remain uncured under Section 5.1 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 of 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"); provided however, that any such Entitlements shall not be binding upon the Seller and/or the Property prior to the Closing. Seller agrees to cooperate with Buyer in all matters related to the negotiation and procurement of such Entitlements, provided that such covenant of cooperation shall not require Seller to incur any out-of-pocket costs or expenses.

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.

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(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 9.2(c) with respect to the Property.

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 returned 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 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 its default remedies pursuant to Section 10.1 below.

8.2. Conditions Precedent to Seller's Performance. The obligation of Seller to close the transaction described in this Agreement, unless waived in writing by Seller, shall be subject to the following conditions precedent:

(a) Certified Survey Map – Seller obtaining, on or before Closing, a recordable certified survey map, approved by any and all governmental, quasi-governmental or regulatory authority(ies) having jurisdiction over the Property, required to create the Land as a separate and distinct parcel (the "CSM"); and which CSM shall be recorded at Closing. The CSM shall create the Land generally as shown on the attached Exhibit C.

(b) Lease Amendment – Seller obtaining a fully executed amendment to the lease by and between Seller, as landlord, and Columbia St. Mary's Hospital Milwaukee, Inc., as tenant, approving a revision to the premises therein being leased as reflected in the CSM.

In the event that any of the above conditions are not satisfied or waived in writing by Seller during the Inspection Period, Seller may terminate this Agreement by delivery of a written termination notice to Buyer on or before the Closing Date, in which event of termination, the Earnest Money and any undistributed accrued interest shall be returned 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 as otherwise expressly provided in this Agreement).

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ARTICLE IX
CLOSING

9.1. 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).

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 special 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) A proforma owner's policy of title insurance or "marked up" Title Commitment (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 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 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.

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(b) The Closing Statement, signed by Buyer.

(c) Such evidence or other documents that may be reasonably required by the Title Company evidencing the status and capacity of Buyer and the authority of the person or persons who are executing the various documents on behalf of the Buyer in connection with the purchase of the Property.

(d) The Promissory Note.

(e) The Mortgage.

(f) 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 (excluding any title endorsements requested by Buyer), the cost of the issuance of the Title Policy, one hundred percent (100%) of any transfer taxes in connection with the sale, one-half (1/2) of any escrow charges, and the cost of recording any instruments required to discharge any liens or encumbrances against the Property required to be discharged at Closing. 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 Buyer's Due Diligence Activities, the cost of recording the Deed and one-half (1/2) of any escrow charges and the commission to Brokers in accordance with Section 11.8. 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.

9.5. Adjustments and Prorations. At Closing, the following items shall be adjusted or prorated between Seller and Buyer:

(a) With respect to general real estate taxes that accrue in the year of Closing (the "Closing Year Taxes"), Seller shall provide a credit to Buyer in an amount equal to the Closing Year Taxes attributable to the period of January 1 of the year in which Closing occurs through the Closing Date and Buyer shall be responsible for all Closing Year Taxes when payable; the apportionment of the Closing Year Taxes shall be upon the basis of the prior year's tax bill, unless the actual bill for the Closing Year Taxes is available. Seller shall be responsible for the payment of general real estate taxes for all years preceding and including the general estate taxes that accrued prior to the Closing Date. In the event that the Property is not a separate and distinct tax parcel as of the Closing Date, the Closing Year Taxes shall be apportioned based upon the acreage of the Property in proportion to the acreage of the entire parcel comprising such tax parcel. All special taxes or assessments approved or assessed prior to the Closing Date shall be paid by Seller.

9.6. 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

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the Property 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 five (5) business days after receipt of written notice from Buyer, Buyer shall, as it sole remedy, 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, the Title Company immediately shall deliver the Earnest Money and any undistributed accrued interest to Buyer, free of any claims by Seller, and Seller shall reimburse Buyer for its actual and documented costs and expenses incurred with respect to this Agreement, up to a maximum amount of Twenty-Five Thousand and 00/100 Dollars ($25,000.00); or (ii) to enforce specific performance of Seller's obligations under this Agreement.

10.2. Default by Buyer. In the event that Buyer 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 receipt of written notice from Seller, 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 unless expressly provided otherwise in this Agreement, and the Title Company immediately shall deliver the Earnest Money 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, 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:

Red Badger, LLC
c/o Paul Wagner
115 S 84th Street, Suite 350
Milwaukee, WI 53214

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Paul.wagner@greywp.com

With a copy to:

Mallery sc
c/o Ajay Kuttemperoor
731 North Jackson Street, Suite 900
Milwaukee, WI 53202
akuttemperoor@mallerysc.com

TO BUYER:

Village of Germantown
c/o Steve Kreklow
N112 W17001 Mequon Road
Germantown, WI 53022
skreklow@germantownwi.gov

With a copy to:

Brian C. Sajdak
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132
brian@wrslegal.net

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 in Section 7.1 shall not be deemed to be merged into or waived by the instruments of the Closing but shall expressly survive the Closing for a period of six (6) months.

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 in Buyer's sole and absolute discretion. 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 (subject however to the following sentence), and such assignee shall be responsible to comply with and perform all terms, provisions and obligations of Buyer as if assignee were the original Buyer party to this Agreement. Notwithstanding any assignment of this Agreement, the Village of Germantown expressly acknowledges and agrees that the Promissory Note and the Mortgage shall be executed by the Village of Germantown and delivered to Seller at Closing.

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

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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. 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 non-prevailing 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.

11.7. 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.

11.8. Brokers. Buyer shall pay brokerage commission to CopeLand Brokerage LLC. pursuant to a separate written agreement; provided, however, that no commission will be earned or due if this Agreement terminates, is rescinded or fails to close or fund for any reason. Each party represents and warrants to the other that, except for the broker identified in the immediately preceding sentence, 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.

11.9. Broker Disclosure. Buyer and Seller hereby discloses that one or more members/principals of Buyer are licensed real estate broker(s) in the State of Wisconsin.

11.10. As-Is Condition. SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7.1 ABOVE, AND ACKNOWLEDGING BUYER'S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7.1 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER'S OWN

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INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS". EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 OF THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE CONSTRUCTION OF THE IMPROVEMENTS AND WHETHER THERE EXISTS ANY CONSTRUCTION DEFECTS THEREIN, (C) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (D) THE INCOME TO BE DERIVED FROM THE PROPERTY, (E) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (F) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (G) THE HABITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (H) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL UNITS THEREIN, OR (I) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY.

11.11. 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.

[SIGNATURE PAGE FOLLOWS]

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SELLER

Red Badger, LLC — Date: 08/11/24

BUYER

Steve Krekow

Village of Germantown — Date: 08/09/24

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EXHIBIT A
Example Promissory Note

PROMISSORY NOTE

Amount: _____ Germantown, WI
_____, 2024

For value received, the Village of Germantown, Wisconsin (the "Village") promise to pay to the order of the Red Badger, LLC (the "Payee") at 115 S 84th Street, Suite 350, Milwaukee, WI 53214, the principal sum of _____ Dollars ($_____), together with interest accruing from and after the date hereof on the unpaid principal balance from time to time outstanding at a rate per annum which is equal to the lowest 3-month Applicable Federal Rate as that term is defined in 26 U.S.C. § 1274(d) in total on _____, 2025 (the "Maturity Date").

This Note may be paid in full at any time without penalty. This Note is secured by a mortgage dated on even date herewith (the "Mortgage") on real estate and improvements thereon, located in Washington County, Wisconsin.

The Village agrees to pay all costs and expenses of collection incurred by Payee of this Note, in or out of Court, including without limitation, Court related costs and expenses and reasonable attorneys' fees and disbursements (including such costs, fees, and disbursements incurred on appeal of any litigation). No extension of time for payment of this Note and no alteration, amendment, or waiver of any provision of this Note shall release, discharge, modify, change, or affect the liability of the Village under this Note except as may be expressly provided for in a written alteration or modification.

No delay by Village or Payee in enforcing any covenant or right under this Note shall be deemed a waiver of any covenant or right, and no waiver by Village or Payee of any particular provision of this Note shall be deemed a waiver of any other provision or a continuing waiver of any particular provision, and except as so expressly waived in writing, all provisions shall continue in full force and effect.

The consideration and value for the Note consists of the transfer and sale of that certain real estate subject to the terms and conditions of the certain Purchase Agreement entered into by and between the Village and Payee dated _____, 2024.

This Note shall be construed and enforced according to the laws of the State of Wisconsin.

_____
[Signature]

_____
Dean Wolter, Village President

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_____

[Signature on behalf of Payee]

_____

[Printed Name of Agent on behalf of Payee]

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____, 20___, the above-named Dean Wolter, Village President, to me known to be person who executed the foregoing instrument and acknowledged the same.

_____

[Notary Public]

_____

[Printed Name of Notary]

My Commission Expires: _____

4871-9883-5144, v. 1

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EXHIBIT B
Example Mortgage

REAL ESTATE MORTGAGE

Document Number

Village of Germantown ("Mortgagor," whether one or more) mortgages to _____, its successors or assigns ("Mortgagee," whether one or more), to secure payment of $_____ evidenced by a note or notes, or other obligation ("Obligation") dated _____, executed by the Village of Germantown, to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Washington County, State of Wisconsin ("Property"):

Name and Return Address:

SEE ATTACHED EXHIBIT A

1. MORTGAGOR'S COVENANTS.

a. COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting: general real estate taxes imposed for 2024 and payable in 2025, subject to paragraph 1.c. below.

9999999
Parcel Identification Number(s) – (PIN)

This Property IS NOT the homestead of Mortgagor.

b. FIXTURES. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. USE OF PROPERTY. Mortgagor and Mortgagee understand and agree that the intent for the Property is for redevelopment. Accordingly, no property insurance on the improvements is necessary, and Mortgagor shall be entitled to raze and remove any improvements on the Property without consent or permission from Mortgagee. Mortgagor shall keep in full force and effect at all times during the term of this Mortgage its Public Entity Liability policy or similar general liability insurance, which shall include bodily injury (including death), personal injury, contractual liability, and naming Mortgagee as an additional insured

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party.

e. OTHER COVENANTS. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair (subject to the provisions of paragraph 1.d. above), to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. DEFAULT AND REMEDIES. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. NOTICE. Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. EXPENSES AND ATTORNEY FEES. In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. FORECLOSURE WITHOUT DEFICIENCY. Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. RECEIVER. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. WAIVER. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. MORTGAGEE MAY CURE DEFAULTS. In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. TRANSFER. Based upon the intent to redevelop the Property, Mortgagor shall be entitled to divide the Property, and to transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without consent or permission of Mortgagee, and Mortgagee shall

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execute any and all consents, partial releases, or similar documents necessary to accomplish the redevelopment. Notwithstanding the above, Mortgagor shall not transfer, sell or convey all of the Property or, in the event of a division of the Property, the last remaining portion of the Property without repaying the Obligation. Notwithstanding anything contained herein to the contrary, Mortgagor may not transfer, assign, sell or convey any legal or equitable interest in this Mortgage and/or the Obligation without the prior written consent of Mortgagee, which shall not be unreasonably withheld.

10. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

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[ ] A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.

[ ] B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are the Village of Germantown, N112 W17001 Mequon Road, Germantown, WI 53022; (6) the state of organization and the organizational identification number of the debtor (if applicable) are N/A; and (7) the address of the secured party is _____.

13. SINGULAR; PLURAL. As used herein, the singular shall include the plural and any gender shall include all genders.

14. JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY. The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. INVALIDITY. In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. MARITAL PROPERTY STATEMENT. Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Signed and sealed this _____ day of _____, 2024.

MORTGAGOR

_____
Dean M. Wolter, President

ATTEST:

_____
Donna Ott, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF WASHINGTON)

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Personally came before me this _____ day of _____, 2024, the above-named Dean M. Wolter, President and Donna Ott, Clerk, known to me to be the person(s) who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, State of Wisconsin
My Commission _____

Signed and sealed this _____ day of _____, 2024.

MORTGAGEE

_____

STATE OF WISCONSIN)
) SS
COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____, 2024, the above-named _____, known to me to be the person(s) who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, State of Wisconsin
My Commission _____

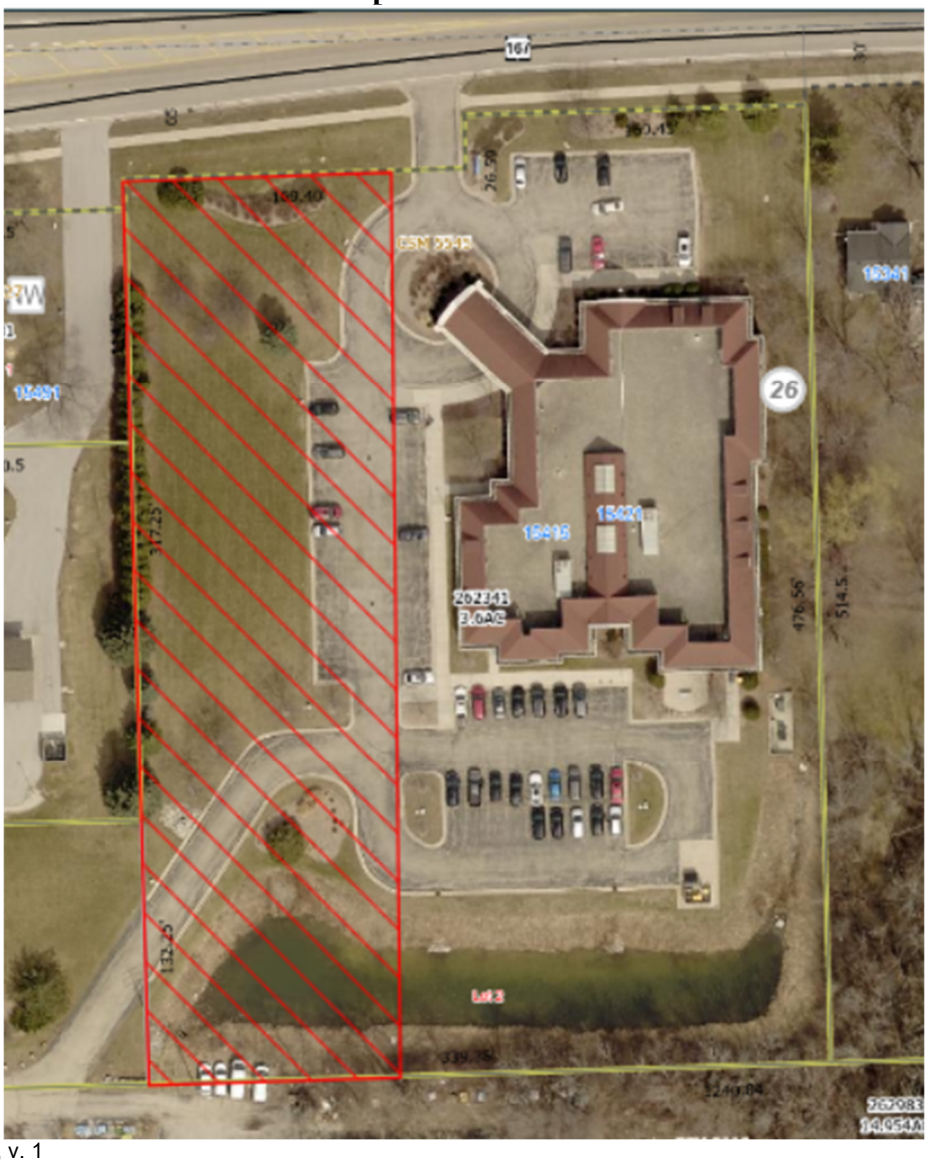
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This document drafted by Brian C. Sajdak, Village Attorney,
of Wesolowski, Reidenbach & Sajdak, S.C.

Exhibit A – Legal Description

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EXHIBIT C
Proposed CSM Area



4858-6570-6198, v. 1

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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between Red Badger, LLC (the "Seller"), and the Village of Germantown, a Wisconsin municipal corporation and/or 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, land containing approximately 1.03 acres (the "Estimated Area") located on Pilgrim Road, Germantown, Wisconsin (Tax Key No. GTNV_262340) (the "Land"), and all fixtures and other improvements located on the Land, together with all and singular the rights, privileges, hereditaments and appurtenances pertaining to such Land, including, but not limited to, any right, title and interest of Seller in and to any strips and gores adjoining such Land 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 (collectively, the "Property").

1.2. Binding Acceptance. This Agreement is only binding upon the parties following execution by the Buyer.

ARTICLE II
PURCHASE PRICE

2.1. Purchase Price. The purchase price to be paid for the Property (the "Purchase Price") shall be an amount equal to Seven Hundred Thousand Dollars ($700,000.00). The Purchase Price shall be payable at Closing as follows: (a) One Hundred and Fifty Thousand Dollars ($150,000.00) in cash or other good funds at the Closing subject to such offsets and credits as described herein; and (b) the balance of the Purchase Price shall be payable on or before the first (1st) anniversary of the Closing Date. At Closing, Buyer shall provide to Seller fully executed and original copies of the following: (i) a promissory note in the amount of the balance of the Purchase Price in substantially the same form as shown in the attached Exhibit A (the "Promissory Note"); and (ii) a first mortgage securing the Promissory Note, substantially in the same form attached hereto as Exhibit B, which shall be recorded against the Property (the "Mortgage").

ARTICLE III
EARNEST MONEY

3.1. Earnest Money; Amount and Payment. Not later than five (5) 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 First American Title, Inc., 833 E Michigan St Suite 550, Milwaukee, WI 53202 (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

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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 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 to the extent the items are within Seller's actual possession or control (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, ground leases and the like, if applicable; and

(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 Property (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.

Neither Seller, nor any shareholder, officer, director, trustee, beneficiary, member, employee or agent thereof is making or shall be deemed to have made any express or implied representation or warranty of any kind or nature as to any Due Diligence Materials provided, including, but not limited to, representations regarding the accuracy or completeness of any such Due Diligence Materials.

ARTICLE V
TITLE REVIEW AND SURVEY

5.1. Title Review Period. Upon execution of this Agreement, Seller 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 (the "Title Commitment"). Buyer shall have until thirty (30) days following the date of receipt of the Title Commitment (the "Title Review

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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, the Seller shall have no obligation whatsoever to cure or attempt to cure any of Buyer's objections. Notwithstanding the foregoing, 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."

5.2. New Survey. Within one hundred and twenty (120) days after the delivery of the Title Commitment, 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 be an ALTA survey containing those items from Table A as Buyer deems necessary and 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. Inspection Period. Commencing on the Effective Date and expiring on the date that is one hundred twenty (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 structural integrity of the soil conditions of the Property, engineering characteristics, utilities, access, title, zoning, leasing or sale prospects, and Buyer's determination whether or not development of the Property is feasible (collectively the "Due Diligence Activities"). In no event shall the Due Diligence Activities include a Phase II environmental assessment of the Property without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion. 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 6.1 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 6.1. 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

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to Buyer free of any claims by 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.

6.2. 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.

6.3. 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 6.2 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.

6.4. 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 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, except as may otherwise be disclosed in the Due Diligence Materials, 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.

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(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. To the best of Seller's knowledge, 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 condemnation or eminent domain proceedings 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 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 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. Seller has not received written notice of any violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Property.

(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 4.1 which shall be terminated prior to Closing unless Buyer and Seller mutually agree upon assignment of said contract or lease in writing prior to Closing. 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 9.4.

(i) No Outstanding Obligations. There will be no debts, liabilities or obligations of Seller with respect to the Property other than ad valorem real property taxes contemplated in

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Section 9.4, 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. To the best of Seller's knowledge, 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.

(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) No Untrue Statement. To the best of Seller's knowledge, 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.

When used in this Agreement, the term "to the best of Seller's knowledge" or the like shall mean and be limited to the actual (and not imputed, implied or constructive) current knowledge, without a duty of inquiry, of Paul Wagner. Notwithstanding anything to the contrary set forth in this Agreement, the foregoing individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete.

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 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

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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 not otherwise released or identified by Seller as an item to remain uncured under Section 5.1 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 of 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"); provided however, that any such Entitlements shall not be binding upon the Seller and/or the Property prior to the Closing. Seller agrees to cooperate with Buyer in all matters related to the negotiation and procurement of such Entitlements, provided that such covenant of cooperation shall not require Seller to incur any out-of-pocket costs or expenses.

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).

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(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 9.2(c) with respect to the Property.

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 returned 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 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 its default remedies pursuant to Section 10.1 below.

ARTICLE IX
CLOSING

9.1. 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).

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 special 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) A proforma owner's policy of title insurance or "marked up" Title Commitment (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.

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(d) Such evidence or other documents that may be reasonably required by 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 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 evidence or other documents that may be reasonably required by the Title Company evidencing the status and capacity of Buyer and the authority of the person or persons who are executing the various documents on behalf of the Buyer in connection with the purchase of the Property.

(d) The Promissory Note.

(e) The Mortgage.

(f) 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 (excluding any title endorsements requested by Buyer), the cost of the issuance of the Title Policy, one hundred percent (100%) of any transfer taxes in connection with the sale, one-half (1/2) of any escrow charges, and the cost of recording any instruments required to discharge any liens or encumbrances against the Property required to be discharged at Closing. 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 Buyer's Due Diligence Activities, the cost of recording the Deed and one-half (1/2) of any escrow charges and the commission to Brokers in accordance with Section 11.8. 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

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where the Property is located.

9.5. Adjustments and Prorations. At Closing, the following items shall be adjusted or prorated between Seller and Buyer:

(a) With respect to general real estate taxes that accrue in the year of Closing (the "Closing Year Taxes"), Seller shall provide a credit to Buyer in an amount equal to the Closing Year Taxes attributable to the period of January 1 of the year in which Closing occurs through the Closing Date and Buyer shall be responsible for all Closing Year Taxes when payable; the apportionment of the Closing Year Taxes shall be upon the basis of the prior year's tax bill, unless the actual bill for the Closing Year Taxes is available. Seller shall be responsible for the payment of general real estate taxes for all years preceding and including the general estate taxes that accrued prior to the Closing Date. In the event that the Property is not a separate and distinct tax parcel as of the Closing Date, the Closing Year Taxes shall be apportioned based upon the acreage of the Property in proportion to the acreage of the entire parcel comprising such tax parcel. All special taxes or assessments approved or assessed prior to the Closing Date shall be paid by Seller.

9.6. 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.

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 five (5) business days after receipt of written notice from Buyer, Buyer shall, as it sole remedy, 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, the Title Company immediately shall deliver the Earnest Money and any undistributed accrued interest to Buyer, free of any claims by Seller, and Seller shall reimburse Buyer for its actual and documented costs and expenses incurred with respect to this Agreement, up to a maximum amount of Twenty-Five Thousand and 00/100 Dollars ($25,000.00); or (ii) to enforce specific performance of Seller's obligations under this Agreement.

10.2. Default by Buyer. In the event that Buyer 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 receipt of written notice from Seller, 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 unless expressly provided otherwise in this Agreement, and the Title Company immediately shall deliver the Earnest Money 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.

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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, 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:

Red Badger, LLC
c/o Paul Wagner
115 S 84th Street, Suite 350
Milwaukee, WI 53214
Paul.wagner@greywp.com

With a copy to:

Mallery sc
c/o Ajay Kuttemperoor
731 North Jackson Street, Suite 900
Milwaukee, WI 53202
akuttemperoor@mallerysc.com

TO BUYER:

Village of Germantown
c/o Steve Kreklow
N112 W17001 Mequon Road
Germantown, WI 53022
skreklow@germantownwi.gov

With a copy to:

Brian C. Sajdak
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132
brian@wrslegal.net

Any party entitled to receive notices hereunder may change the address for notice specified above

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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 in Section 7.1 shall not be deemed to be merged into or waived by the instruments of the Closing but shall expressly survive the Closing for a period of six (6) months.

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 in Buyer's sole and absolute discretion. 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, (subject however to the following sentence), and such assignee shall be responsible to comply with and perform all terms, provisions and obligations of Buyer as if assignee were the original Buyer party to this Agreement. Notwithstanding any assignment of this Agreement, the Village of Germantown expressly acknowledges and agrees that the Promissory Note and the Mortgage shall be executed by the Village of Germantown and delivered to Seller at Closing.

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. 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 non-prevailing 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.

11.7. 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.

11.8. Brokers. Buyer shall pay brokerage commission to CopeLand Brokerage LLC. pursuant to a separate written agreement; provided, however, that no commission will be earned or due if this Agreement terminates, is rescinded or fails to close or fund for any reason. Each party represents and warrants to the other that, except for the broker identified in the immediately preceding sentence, 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

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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.

11.9. Broker Disclosure. Buyer and Seller hereby discloses that one or more members/principals of Buyer are licensed real estate broker(s) in the State of Wisconsin.

11.10. As-Is Condition. SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7.1 ABOVE, AND ACKNOWLEDGING BUYER'S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7.1 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER'S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS". EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 OF THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE CONSTRUCTION OF THE IMPROVEMENTS AND WHETHER THERE EXISTS ANY CONSTRUCTION DEFECTS THEREIN, (C) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (D) THE INCOME TO BE DERIVED FROM THE PROPERTY, (E) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (F) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (G) THE HABITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (H) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL UNITS THEREIN, OR (I) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY.

11.11. 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

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Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[SIGNATURE PAGE FOLLOWS]

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SELLER



Red Badger, LLC

08/11/24

Date

BUYER



Village of Germantown

08/09/24

Date

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EXHIBIT A
Example Promissory Note

PROMISSORY NOTE

Amount: _____ Germantown, WI
_____, 2024

For value received, the Village of Germantown, Wisconsin (the "Village") promise to pay to the order of the Red Badger, LLC (the "Payee") at 115 S 84th Street, Suite 350, Milwaukee, WI 53214, the principal sum of _____ Dollars ($_____), together with interest accruing from and after the date hereof on the unpaid principal balance from time to time outstanding at a rate per annum which is equal to the lowest 3-month Applicable Federal Rate as that term is defined in 26 U.S.C. § 1274(d) in total on _____, 2025 (the "Maturity Date").

This Note may be paid in full at any time without penalty. This Note is secured by a mortgage dated on even date herewith (the "Mortgage") on real estate and improvements thereon, located in Washington County, Wisconsin.

The Village agrees to pay all costs and expenses of collection incurred by Payee of this Note, in or out of Court, including without limitation, Court related costs and expenses and reasonable attorneys' fees and disbursements (including such costs, fees, and disbursements incurred on appeal of any litigation). No extension of time for payment of this Note and no alteration, amendment, or waiver of any provision of this Note shall release, discharge, modify, change, or affect the liability of the Village under this Note except as may be expressly provided for in a written alteration or modification.

No delay by Village or Payee in enforcing any covenant or right under this Note shall be deemed a waiver of any covenant or right, and no waiver by Village or Payee of any particular provision of this Note shall be deemed a waiver of any other provision or a continuing waiver of any particular provision, and except as so expressly waived in writing, all provisions shall continue in full force and effect.

The consideration and value for the Note consists of the transfer and sale of that certain real estate subject to the terms and conditions of the certain Purchase Agreement entered into by and between the Village and Payee dated _____, 2024.

This Note shall be construed and enforced according to the laws of the State of Wisconsin.

_____
[Signature]

_____
Dean Wolter, Village President

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_____

[Signature on behalf of Payee]

_____

[Printed Name of Agent on behalf of Payee]

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____, 20___, the above-named Dean Wolter, Village President, to me known to be person who executed the foregoing instrument and acknowledged the same.

_____

[Notary Public]

_____

[Printed Name of Notary]

My Commission Expires: _____

4871-9883-5144, v. 1

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EXHIBIT B
Example Mortgage

REAL ESTATE MORTGAGE

Document Number

Village of Germantown ("Mortgagor," whether one or more) mortgages to _____, its successors or assigns ("Mortgagee," whether one or more), to secure payment of $_____ evidenced by a note or notes, or other obligation ("Obligation") dated _____, executed by the Village of Germantown, to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Washington County, State of Wisconsin ("Property"):

Name and Return Address:

SEE ATTACHED EXHIBIT A

1. MORTGAGOR'S COVENANTS.

a. COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting: general real estate taxes imposed for 2024 and payable in 2025, subject to paragraph 1.c. below.

9999999
Parcel Identification Number(s) – (PIN)

This Property IS NOT the homestead of Mortgagor.

b. FIXTURES. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. USE OF PROPERTY. Mortgagor and Mortgagee understand and agree that the intent for the Property is for redevelopment. Accordingly, no property insurance on the improvements is necessary, and Mortgagor shall be entitled to raze and remove any improvements on the Property without consent or permission from Mortgagee. Mortgagor shall keep in full force and effect at all times during the term of this Mortgage its Public Entity Liability policy or similar, general liability insurance, which shall include bodily injury (including death), personal injury, contractual liability, and naming Mortgagee as an additional insured

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party. e. OTHER COVENANTS. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair (subject to the provisions of paragraph 1.d. above), to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. DEFAULT AND REMEDIES. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. NOTICE. Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. EXPENSES AND ATTORNEY FEES. In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. FORECLOSURE WITHOUT DEFICIENCY. Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. RECEIVER. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. WAIVER. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. MORTGAGEE MAY CURE DEFAULTS. In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. TRANSFER. Based upon the intent to redevelop the Property, Mortgagor shall be entitled to divide the Property, and to transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without consent or permission of Mortgagee, and Mortgagee shall execute any and all consents, partial releases, or similar documents necessary to accomplish the redevelopment. Notwithstanding the above, Mortgagor shall not transfer, sell or convey all of the Property or,

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in the event of a division of the Property, the last remaining portion of the Property without repaying the Obligation. Notwithstanding anything contained herein to the contrary, Mortgagor may not transfer, assign, sell or convey any legal or equitable interest in this Mortgage and/or the Obligation without the prior written consent of Mortgagee, which shall not be unreasonably withheld.

10. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

[ ] A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.

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[ ] B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are the Village of Germantown, N112 W17001 Mequon Road, Germantown, WI 53022; (6) the state of organization and the organizational identification number of the debtor (if applicable) are N/A; and (7) the address of the secured party is _____.

13. SINGULAR; PLURAL. As used herein, the singular shall include the plural and any gender shall include all genders.

14. JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY. The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. INVALIDITY. In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. MARITAL PROPERTY STATEMENT. Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Signed and sealed this _____ day of _____, 2024.

MORTGAGOR

_____
Dean M. Wolter, President

ATTEST:

_____
Donna Ott, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____, 2024, the above-named Dean M.

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Wolter, President and Donna Ott, Clerk, known to me to be the person(s) who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, State of Wisconsin
My Commission _____

Signed and sealed this _____ day of _____, 2024.

MORTGAGEE

_____

STATE OF WISCONSIN)
) SS
COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____, 2024, the above-named _____, known to me to be the person(s) who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, State of Wisconsin
My Commission _____

Authentisign ID: 225579D9-8756-EF11-991A-002248270DCE

This document drafted by Brian C. Sajdak, Village Attorney,
of Wesolowski, Reidenbach & Sajdak, S.C.

Exhibit A – Legal Description