

Enrolled 157-50
PROPOSED ORDINANCE 157-50

NEUBERT PROPERTY ACQUISITION

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6 WHEREAS, the Waukesha County Development Plan which incorporates the Waukesha County
7 Park and Open Space Plan, was adopted by the Waukesha County Board of Supervisors on
8 November 26, 1996, and
9

10 WHEREAS, the acquisition of Lot 1 of the EMMA LLC property located in the Town of
11 Mukwonago, on Spring Brook Lake would implement said plan, (refer to Exhibit A), and
12

13 WHEREAS, the Walter J. Tarmann Fund was created through Enrolled Ordinance 150-28 for the
14 purpose of acquiring park and open space lands consistent with the County Board adopted Park
15 and Open Space Plan for Waukesha County, and
16

17 WHEREAS the selling price of the subject property is \$262,000, and
18

19 WHEREAS, the other costs associated with the acquisition of said properties is estimated to be
20 \$1395.26, and
21

22 WHEREAS, the Spring Brook Watershed Lake Management District desires to acquire Lot 2 of
23 the EMMA property which contains the Laitch Dam, and
24

25 WHEREAS, Waukesha County and the Spring Brook Watershed Lake Management District
26 have drafted a cooperative agreement contingent upon approval of the Waukesha County Board
27 of Supervisors and Waukesha County Executive, which relieves the County from any liability or
28 responsibility for the ownership, operation, or maintenance of the Dam or Dam Site. (refer to
29 Exhibit B), and
30

31 WHEREAS, state or federal funding is not currently available for the purchase of said properties,
32 Waukesha County has received a letter of retroactivity from the State of Wisconsin, Department
33 of Natural Resources which maintains the county's eligibility for partial funding of said
34 acquisition, and
35

36 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES
37 ORDAIN that the Waukesha County Department of Parks and Land Use, in partnership with the
38 Waukesha Land Conservancy, be authorized on behalf of Waukesha County to purchase the
39 Neubert Property located in the Town of Mukwonago at a cost not to exceed \$263,395.26.
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41 BE IT FURTHER ORDAINED that the Waukesha County Clerk and County Executive are
42 authorized to execute all necessary applications and agreements in order to secure potential state
43 and federal funds for said acquisition.
44

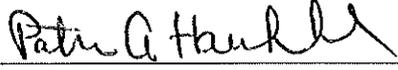
45 BE IT FURTHER ORDAINED that upon receipt of any state or federal funds available to this
46 acquisition, said monies be accounted for in the Walter J. Tarmann Parkland Acquisition Fund
47 Revenue Account to be utilized for future parkland acquisition.

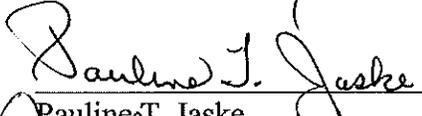
NEUBERT PROPERTY ACQUISITION

Presented by:
Land Use, Parks and
Environment Committee

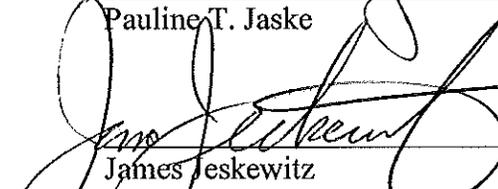
Approved by:
Finance Committee

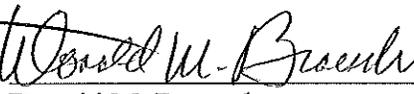

Walter L. Kolb, Chair


Patricia A. Haukohl, Chair


Pauline T. Jaske

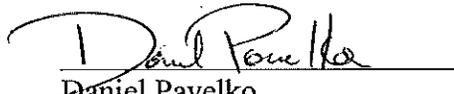

James R. Behrend

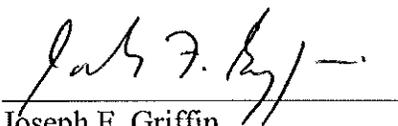

James Jeskewitz


Donald M. Broesch

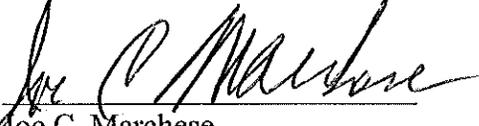

Scott J. Klein

absent
Genia C. Bruce

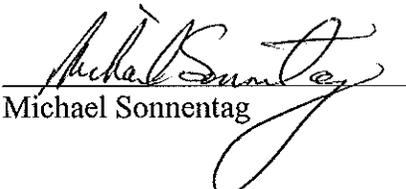

Daniel Pavelko


Joseph F. Griffin


Vera Stroud


Joe C. Marchese

Absent
Matt Thomas


Michael Sonnentag

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

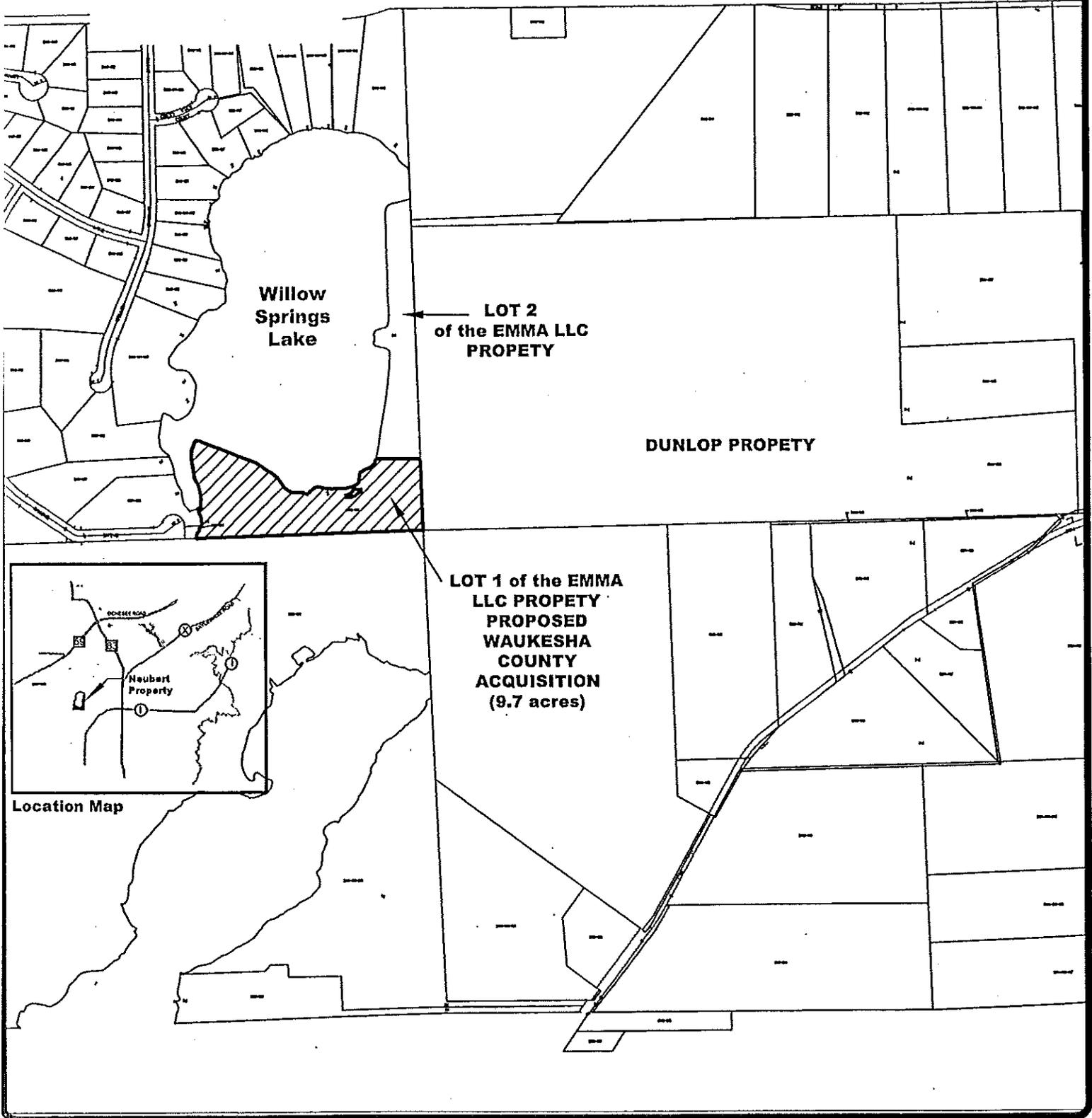
Date: September 27, 2002 
Patricia E. Madden, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved:
Vetoed:

Date: 9-27-02 
Daniel M. Finley, County Executive

NOTE: Exhibit A map and Exhibit B agreement are being yellow-copied to the board. The full package of exhibits will be copied to the Land Use Committee and are available to Board members on request.



 **WAUKESHA COUNTY**
Department of Parks and Land Use

EMMA LLC Property
LOT 1
Acquisition
Exhibit A

DATE
4/25/01
DRAWN
BY:
PJ


NORTH

SHEET 1 OF 1
1

157-0-051

EXHIBIT B

▪ **Cooperative Agreement**

- Agreement

- **Exhibit A of the Cooperative Agreement:**

Legal description of the EMMA LLC and Map

- **Exhibit B of the Cooperative Agreement:**

Legal description of the Dam, Dam Site and
Easements, and Map

- **Exhibit C of the Cooperative Agreement:**

Legal description of the Remainder Parcel and
Map

- **Exhibit D of the Cooperative Agreement:**

Purchase Agreement

- **Exhibit E of the Cooperative Agreement:**

General Map of Proposed CSM

	COOPERATIVE AGREEMENT	
--	----------------------------------	--

THIS AGREEMENT (the "Agreement") is made and entered into as of the 25th day of July, 2002 by and between Waukesha County (the "County") and the Spring Brook Watershed Lake Management District ("the District"), a Wisconsin municipal corporation created pursuant to Chapter 33 of the Wisconsin Statutes (the "District") to set forth the terms and conditions pursuant to which the District shall acquire the Laitch Dam (the "Dam") and its Dam Site and the County shall acquire certain lands in the Town of Mukwonago for park and open space purposes and to cooperate by providing for management of the Dam and the Dam Site by the District and the park and open space lands by the County.

Return to: William P. O'Connor 25 West Main Street Suite 801 Madison, WI 53703
--

Tax Key No. 1885.994 _____

W I T N E S S E T H :

WHEREAS, the Laitch Dam is situated on the Spring Brook on an approximately 16 acre tract of land presently owned by EMMA Company, LLC, a Wisconsin Limited Liability Company (the "Owners") and located in Section 4, Township 5 North, Range 18 East, (Town of Mukwonago), Waukesha County, which property is more particularly described on Exhibit "A" (the "Property"); and

WHEREAS, the District desires to acquire the portion of the Property upon which the structural components of the Dam are located together with certain lands immediately adjacent to the Dam (the "Dam Site" or "Lot 2"), all as described in Exhibit "B"; and

WHEREAS, a portion of the Property and adjacent lands within the District have been delineated for proposed acquisition by the County for park and open space purposes under the Waukesha County Park and Open Space Plan; and

WHEREAS, the County desires to acquire the remainder of the Property (the "Remainder Parcel" or "Lot 1"), as described on Exhibit "C" for park and open space purposes to be managed together with other lands designated for park and open space that are presently owned or that may be subsequently acquired by the County within the boundaries of the District, together with easements for ingress and egress to provide access to such lands; and

WHEREAS, the County and the District desire to set forth the terms and conditions pursuant to which they propose to acquire their respective interests in the Property and to provide for the management of the Remainder Parcel and the adjacent lands designated for park and open space purposes by the County and for the maintenance and management of the Dam and the Dam Site by the District; and

WHEREAS, the County and the District are authorized to enter into this cooperative agreement pursuant to Section 66.0301, Wis. Stats., and to hold, acquire and manage the lands and other property interests described in Exhibits B and C pursuant to their respective authority under Chapters 33 and 59, Wis. Stats.; and

WHEREAS, the County has entered into a contract to purchase the Remainder Parcel from the Owners (the "Purchase Agreement, attached hereto as Exhibit D) which is subject to certain terms and conditions, including a requirement that the District purchase the Dam and Dam Site on or before the date of the County's closing on the Remainder Parcel.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the District and the County hereto agree as follows:

1. **AGREEMENT TO ACQUIRE THE PROPERTY.** The District agrees to purchase the Dam and Dam Site on or before the closing on the County's purchase of the Remainder Parcel and the County agrees to purchase the Remainder Property in accordance with the Purchase Agreement and subject to the terms, conditions and contingencies set forth in this Cooperative Agreement.
2. **ACCESS EASEMENTS.** The District agrees that, prior to August 26, 2002, it shall obtain at its expense and deliver to the County, proposed nonexclusive, non-assignable easements over and across adjacent lands presently owned by Douglas Kincaid and over and across the Dam Site (the servient estates) to provide access to the Remainder Parcel (the dominant estate) from Road X. Such easements shall provide to the County, its employees, agents and servants access for the purposes of maintenance and land management of the Remainder Parcel and the adjacent park and open space lands currently owned or subsequently acquired by the County. Such access shall be limited to use by pedestrians or vehicles with a gross weight not exceeding 5 tons and shall expressly recognize that no access is provided to the general public. Each such easement shall be reflected in the CSM referenced in Paragraph 3 and shall run with the titles to said lands in perpetuity. Such easements shall be in a form approved by the County prior to closing and such approval shall not be unreasonably denied. Each easement shall be fully executed and delivered at closing and recorded promptly thereafter.
3. **CERTIFIED SURVEY MAP.** The County agrees that, prior to closing, it shall obtain and deliver to the District a certified

survey map of the Property, delineating the Dam Site and the Remainder Parcel as Lots 1 and 2 of such CSM as generally shown on Exhibit E. The CSM shall correctly show the location of the easements referenced in paragraph 2 hereof and shall establish the boundary between the said lots such that the entire Dam and Dam Site, including all lands necessary to the operation and management of the Dam are included in Lot 2 and no part of the Dam or Dam Site are included in Lot 1. The County shall be responsible to obtain all required approvals of the said CSM and to record the same upon closing.

4. CONTINGENCIES. The County's obligation to close on the purchase of Lot 1 and otherwise perform its obligations under this Agreement and the District's obligation to purchase the Dam and Dam Site on or before closing on the County's purchase of Lot 1, are expressly contingent upon the conditions and limitations set forth in the County's Purchase Agreement for Lot 1 and the following:

- a. The District's delivery to the County of evidence that the District has reached an agreement to purchase the Dam and the Dam Site from the Owners, with terms and conditions consistent with this Agreement, on or before August 12, 2002.
- b. The District's delivery to the County of the proposed and executed access easements referenced in paragraph 2 with terms and conditions consistent with this Agreement.
- c. The issuance by the Wisconsin Department of Natural Resources ("DNR"), on or before August 16, 2002, of written evidence satisfactory to the County that: (i) a permit authorizing the transfer of ownership and responsibility of the Dam from the Owners to the District pursuant to Chapter 31 of the Wisconsin Statutes shall be issued upon the District's closing on the Dam and Dam Site, (ii) the lands described as Lot 2 on the proposed certified survey map include all lands necessary to the operation and management of the Dam, (iii) that no part of the Dam or Dam Site are included in Lot 1 and that (iv) the County shall have no duty or liability for the operation or maintenance of the Dam or Dam Site under any statute or rule of the DNR.
- d. The Owners' performance of their obligations to the County, including delivery of title evidence and Warranty Deeds to the Property as provided in the Purchase Agreement.
- e. Approval of this Cooperative Agreement by the Waukesha County Board of Supervisors and the County Executive not less than 7 days prior to closing.

f. Approval of the CSM referred to in Paragraph 3 by the District, the County and each local government unit with approval authority over such CSM not less than 10 days prior to closing.

g. The District's acceptance of merchantable title to the Dam and Dam Site to the District in advance of the County's closing on the Remainder Parcel.

Either party may declare this Agreement null and void in the event that the other party fails to satisfy any contingency the performance of which is a duty of such other party.

5. CLOSING. The County and the District shall close on the purchase of Lots 1 and 2, respectively, together with the easements referenced in Paragraph 2, after the contingencies set forth in Paragraph 4 have been satisfied at the office of the Waukesha County Parks and Land Use Department, 1320 Pewaukee Road, Waukesha, Wisconsin on or before September 11, 2002 or at such other time and place as may be agreed to by the parties, but not later than December 31, 2002, (the "Closing").

6. MANAGEMENT OF THE PROPERTY AFTER CLOSING. The District shall be solely responsible for the operation, maintenance and management of the Lot 2, including the Dam and the Dam Site, in compliance with the permit for the ownership and operation of the Dam and applicable laws and regulations in a manner consistent with the County's use of Lot 1 and adjacent park and open space lands currently owned or subsequently acquired within the District, excluding gross negligence and willful and wanton misconduct by the County. The County shall be solely responsible for the management of Lot 1 and such adjacent park and open space lands. The District and the County expressly agree that the County shall have no duty or liability for any matter relating to the ownership, operation or maintenance of the Dam or Dam Site, including any future repair or renovation required to maintain the dam, subject to the following. In the event that the County undertakes any use or activity of the easements referenced in Paragraph 2 that exceeds the authorizations provided in such easements and such activities directly result in damage to the Dam or Dam Site that the Wisconsin DNR determines to require repair, then the County shall be liable for such required repairs. The District expressly agrees to assume and pay any special assessment, special charge or other fee, levy or charge imposed by the District on Lot 1 and adjacent open space lands within the boundaries of the District, except with respect to any portion of such lands that are transferred by the County to a private person or entity.

7. COSTS AND EXPENSES. The County shall be responsible for the payment of the purchase price of Lot 1 as provided in its Purchase Agreement with the Owners, together with the items of closing costs on the Property payable by the purchaser and for all costs incurred in the preparation of the certified survey map. The District shall be responsible for the payment of the

purchase price of the Dam and the Dam Site and for all costs incurred in connection with the easements referenced in Paragraphs 2. Each party shall be responsible for payment of any costs incurred by it in connection with this Cooperative Agreement and the recording of its respective interests in the Property and easements.

8. INDEMNIFICATION AND INSURANCE. The District hereby agrees to indemnify, protect, defend and hold the County harmless for, from and against any and all damages, claims, costs, losses or liabilities resulting from the existence or operation of the Dam and from the County's use of the easements referenced in Paragraph 2, except as provided in Paragraph 6. Provided however, that the District's obligation to indemnify the County shall be limited to a maximum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, as reasonably adjusted to account for cost inflation. The District agrees to maintain in force general liability insurance policies with policy limits not less than the amounts set forth in this Paragraph 8, naming the County as an additional insured. The County hereby agrees to indemnify, protect, defend and hold the District and the Servient Estates harmless for, from and against any and all damages, claims, costs, losses or liabilities resulting from the existence or management of the Remainder Property and adjacent property held by the County for park and open space purposes within the District.

9. AMENDMENT. This Agreement shall not be amended or modified except by a written instrument, executed by the duly authorized officers of each party, and recorded in the office of the Waukesha County Register of Deeds.

10. ASSIGNMENT. This Agreement may not be assigned by either party, except to an entity in which such party holds a majority of the beneficial interest. Any attempted assignment in violation of this provision is void.

11. SURVIVAL. Any covenant, representation or warranty made by either party to the other, and any agreement which is to be performed after the Closing, shall survive the Closing.

12. GOVERNING LAW. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin.

13. EXHIBITS. All Exhibits referred to herein are hereby incorporated in this Agreement by reference.

14. HEADINGS. The various headings used in this Agreement are for convenience only and are not to be used in interpreting the text of the paragraph in which they appear or to which they relate.

15. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an

original and all of which shall constitute one and the same instrument.

16. REPRESENTATION OF DISTRICT AUTHORITY. The Chairperson and Secretary of the District are authorized to enter into this Agreement pursuant to Resolution 2002-1 approved by the electors and property owners of the District adopted at the duly convened Annual Meeting of the District on June 3, 2002 authorizing the District's Board of Commissioners to enter into this Cooperative Agreement and a motion of the Board of Commissioners of the District adopted at a duly convened meeting held on the 22nd day of July, 2002.

17. REPRESENTATION OF COUNTY AUTHORITY. The Director of Parks and Land Use is authorized to enter into this Agreement as general manager pursuant to Sec. 27.05 of the Wisconsin Statutes, subject to the approval of the Waukesha County Board of Supervisors and County Executive.

18. TERM. The term of this Agreement shall commence on the date of execution and extend for a term ending on the 99 anniversary of the date of execution. However, this Agreement shall be null and void in the event that the County, for any reason, does not actually close on the purchase of the Remainder Parcel prior to December 31, 2002.

19. RECORDING. This Cooperative Agreement shall be recorded by the County in the office of the Waukesha County Register of Deeds upon closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals on the dates listed opposite their respective signatures below.

SPRING BROOK WATERSHED LAKE MANAGEMENT DISTRICT

By: Douglas Kincaid 8/2/02
Douglas Kincaid, Chair (date)

ATTEST: Beata R. Gerbitz 8-2-02
Beata R. Gerbitz, Secretary (date)

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 2nd day of July, 2002 the above named Douglas Kincaid and Beata R. Gerbitz, to me known to be the Chair and Secretary, respectively, of the Spring Brook Watershed Lake Management District, who executed the foregoing instrument and acknowledged the same.

Margaret W. Wilson
Notary Public Waukesha County, Wis.
My Commission is permanent. (If not, state expiration date: May 23, 2004.)

EXHIBIT A

Project No. 13221

July 16, 2002

Neubert Property

Being all that part of the NE 1/4 of Section 4, T5N, R18E, Town of Mukwonago, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the SE corner of the NE 1/4 of said Section 4; thence S88°-21'-27"E., along the south line of said Section 4, 1192.27 feet to a meander point, said point lying N88°-21'-27"E., 25 feet from the centerline of a stream; thence along the meander line on the following courses, N02°-43'-57"W., 491.76 feet to a point; thence S67°-09'-11"E., 401.45 feet to a point; thence S43°-19'-09"E., 161.01 feet to a point; thence S83°-44'-41"E., 366.82 feet to a point; thence N32°-02'-48"E., 245.25 feet to a point; thence N10°-08'-51"E., 326.39 feet to a point; thence N04°-41'-02"E., 326.23 feet to a point; thence N01°-07'-24"W., 740.87 feet to a point; thence N71°-19'-10"E., 114.53 feet to a point on the east line of the NE 1/4 of said Section 4, said point lying S01°-59'-49"E., 25 feet from the edge of the lake, also being the terminus of the meander line; thence S01°-59'-49"E., 1418.17 feet to the point of beginning of the herefore described lands. Said lands containing 663,395 square feet (15.2 acres) more or less to the waters edge.

EXHIBIT B PROPOSED 33 FOOT WIDE EASEMENT

Project No. 13221

August 7, 2002

Waukesha County Neubert Parcel

Willow Springs Dam Access Easement – As used the centerline of a 33 foot wide access easement as now used located in that part of the SW 1/4 of Section 34, T6N, R18E, Town of Genesee, and a part of the NW 1/4 of Section 3, T5N, R18E, Town of Mukwonago, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the NW corner of said Section 3, thence N89°-30'-13"E., along the north line of the NE 1/4 of said Section 3, 881.15 feet to a point; thence N01°-50'-22"W., 243.48 feet to a point on the southerly right-of-way line of Road X, thence S78°-33'-52"E., along said right-of-way, 130.36 feet to a point; thence S77°-58'-22"E., along the right-of-way line of Road X, 211.07 feet to the point of beginning of the hereinafter described centerline; thence S10°-54'-47"W., 174.13 feet to a point on the north line of the NW 1/4 of said Section 3; thence S18°-11'-30"W., 83.50 feet to a point; thence S37°-38'-24"W., 121.56 feet to a point; thence S62°-54'-13"W., 189.32 feet to a point; thence S39°-25'-00"W., 210.33 feet to a point; thence south, (S00°-00'-00"W.) 98.67 feet to a point; thence S25°-41'-03"W., 322.92 feet to a point; thence S55°-52'-45"W., 258.40 feet to a point; thence S85°-31'-03"W., 81.77 feet to a point; thence S49°-19'-49"W., 80.09 feet to a point; thence N79°-27'-33"W., 101.89 feet to a point; thence S41°-36'-41"W., 69.81 feet to a point; thence S.76°-36'-56"W., 94.99 feet to a point being on the west line of the NW 1/4 of said Section 3, and terminus of said easement.

DRAFT

EXHIBIT B

Project No. 13221

July 16, 2002

Lot 2 (Dam Site)

Being all that part of the NE 1/4 of Section 4, T5N, R18E, Town of Mukwonago, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the E 1/4 corner of said Section 4; thence N-01°-59'-49"W., along the east line of said NE 1/4, 358.68 feet to the point of beginning of the hereinafter described lands; thence S.88°-21'-27"W., 227.61 feet to a meander point, said point lying N88°-21'-27"E., 43.7 feet more or less from the shore of Willow Spring Lake; thence along the said meander line on the following described courses; N10°-08'-51"E., 326.39 feet to a point; thence N04°-41'-02"E, 326.23 feet to a point; thence N01°-07'-24"W., 740.87 feet to a point; thence N71°-19'-10"E., 114.53 feet to a point on the east line of the NE 1/4 of said Section 3 and the terminus of said meander line; thence S01°-59'-49"E., 1418.17 feet to the point of beginning. Said lands containing 239,892 square feet (5.5 acres) more or less to the waters edge.

DRAFT

EXHIBIT C

Project No. 13221

August 7, 2002

Parcel 1 of the Neubert Lands

Beginning all that part of the NE 1/4 of Section 4, T5N, R18E, Town of Mukwonago, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the E 1/4 corner of said Section 4; thence S88°-21'-27"E., along the south line of said Section 4, 1192.27 feet to a point, said point lying N88°-21'-27"E., 25 feet from the centerline of a stream, also being the point of beginning of a meander line and along the following described courses; thence N02°-43'-57"W., 491.76 feet to a point; thence S67°-09'-11"E., 401.45 feet to a point; thence S43°-19'-09"E., 161.01 feet to a point; thence S83°-44'-41"E., 366.82 feet to a point; thence N32°-02'-48"E., 245.25 feet to the terminus of said meander line, said point lying N88°-21'-27"E., 43.7 feet from the shore of Willow Spring Lake; thence N88°-21'-27"E., 227.61 feet to a point on the east line of the NE 1/4 of said Section 4; thence S01°-59'-49"E., 358.66 feet to the point of beginning. Said lands containing 423,503 square feet (9.7 acres) more or less to the waters edge.

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 05/13/2002 and signed by Buyer, Haukesha County
 2 for purchase of real estate at Approximately 13.98 along Willow Springs Lake is
 3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
 4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
 5 counter-offer unless incorporated by reference.]
 6 Buyer understands that the current "Seller" of Donald and Janet Neubert will be changed
 7 to an entity in which Donald and Janet Neubert and Kevin Crary are members of.
 8
 9 ~~Sentence 2 of Paragraph 9 of Addendum A shall be deleted.~~

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32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
 33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
 34 the Counter-Offer on or before June 17, 2002 5:00 p.m. (Time is of the Essence)
 35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
 36 in this Counter-Offer. NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and
 37 delivery as provided at lines 33 to 36.

38 This Counter-Offer was drafted by Kevin Crary, CF Associates, LLC on 06/10/2002
 39 Licensee and Firm ▲ Date ▲
 40 Donald Neubert 6-10-02 Janet Neubert 6-10-02
 41 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲
 42 Donald Neubert 6/13/02 Janet Neubert

43 Kevin Crary, CF Associates, LLC 6/13/02
 44 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
 45 Haukesha County

46 This Counter-Offer was presented by Kevin Crary, CF Associates, LLC on 06/10/2002
 47 Licensee and Firm ▲ Date ▲

48 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____
 49 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.
 50 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the
 51 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly

49 lines containing the provisions of amendments in writing
50 specified. NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller, Counter-Offer No.2 by Buyer, etc.
51 ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER
CF Associates, L.L.C. P.O. Box 792, Pewaukee WI 53072
Phone: 2626911310 Fax: 2626919813 CF Associates, L.L.C.
Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48036, (800) 383-0908 T6032461 ZFX

EXHIBIT D

Approved by the Wisconsin Department of Regulation and Licensing
7-1-99 (Optional Use Date)
1-1-00 (Mandatory Use Date)

Schmidt & Rupke, SC

EXHIBIT D

WB-13 VACANT LAND OFFER TO PURCHASE

Attorney

1 **BROKER DRAFTING THIS OFFER ON** 05/13/2002 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) **[STRIKE TWO]**

2 **[GENERAL PROVISIONS]** The Buyer, Waukesha County Dept of Parks and Land Use
3 offers to purchase the Property known as (Street Address) Approx 13.98 acres of Neubert property as set out in
4 Exhibit A in the Town of Mukwonago, County of Waukesha

5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ **PURCHASE PRICE:** Two Hundred Sixty-Two Thousand or IRR certified fair market value which ever is greater
7 Dollars (\$ 262,000.00)

8 ■ **EARNEST MONEY** of \$ 0.00 accompanies this Offer and earnest money of \$ 0.00
9 will be paid within days of acceptance.

10 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,
13 and the following additional items: all buildings and structures as presently on the property

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:**

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 ■ **ZONING:** Seller represents that the Property is zoned C-1 Conservancy A-1 Agricultural EC Environmental Corridor

20 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on
21 separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider
22 whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

23 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
24 before June 10, 2002. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

25 **[DELIVERY OF DOCUMENTS AND WRITTEN NOTICES]** Unless otherwise stated in this Offer, delivery of documents and written notices
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),
29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): Kevin Cray CF Associates

31 Seller's delivery address: P.O. Box 792 Pewaukee WI 53072

32 Buyer's recipient for delivery (optional): Attn: James W. Kavameier

33 Buyer's delivery address: 1320 Pewaukee Rd. Rm 230 Waukesha, WI 53188

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: (262) 896-8071 Seller: (262) 691-9813

37 **[OCCUPANCY]** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider an agreement
39 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

40 **[LEASED PROPERTY]** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said
41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **[STRIKE ONE]**
42 lease(s), if any, are None

43 **[PLACE OF CLOSING]** This transaction is to be closed at the place designated by Buyer's mortgagee or Waukesha County Admin
44 Center Room 230 no later than August 28, 2002 unless another date or place is agreed to in writing.

45 **[CLOSING PRORATIONS]** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
46 property owner's association assessments, fuel and
47 . Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on
49 the net general real estate taxes for the preceding year) (). **[STRIKE AND COMPLETE AS APPLICABLE]**

51 **CAUTION:** if proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending
52 reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.

53 **[PROPERTY CONDITION PROVISIONS]**
54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition
56 Report dated , which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer
57 by reference **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and

58 **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]**

59 A "condition affecting the Property or transaction" is defined as follows: [page 2 of 5, WB-13;
60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
61 or the present use of the Property;
62 (b) completed or pending reassessment of the Property for property tax purposes;
63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;
66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
78 (n) subsurface conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
81 (o) a lack of legal vehicular access to the Property from public roads;
82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**
89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT: WARNING:** If Buyer contemplates developing Property for a use other than the
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special
93 assessments, charges for installation of roads or utilities, environmental audits, subsurface tests, or other development related fees may need
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed
97 in these contingencies.
98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,
103 which are hereby authorized.
104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
113 changes approved by Buyer.
114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior
116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
122 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**
125 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.
130 The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 PROPERTY ADDRESS: Approx 13.98 acres in Town of Mukwonago-Neubart Property (page 3 of 5, WB-13)

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except:

136 _____ . If "Time is of the Essence"
137 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
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
154 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

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

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall
167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

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

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

179 **ADDITIONAL PROVISIONS/CONTINGENCIES**
180 _____
181 _____
182 _____
183 _____
184 _____
185 _____
186 _____
187 _____

188 **ADDENDA:** The attached Addendum "A", Exhibit "A" is/are made part of this Offer.

189 **TITLE EVIDENCE**
190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
193 restrictions and covenants, general taxes levied in the year of closing and none other

194 _____
195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

EXHIBIT D

(page 4 of 5, WB-13)

197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 68.55(1)(c) & (f).

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

222 **DEFAULT:**
 223 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
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
 225 other legal remedies.

226 If Buyer defaults, Seller may:
 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
 229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may:
 231 (1) sue for specific performance; or
 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

233 In addition, the Parties may seek any other remedies available in law or equity.
 234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
 237 covered by the arbitration agreement.

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

242 **EARNEST MONEY:**

243 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.
 245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagrees with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

266 PROPERTY ADDRESS: Approx 13.98 acres in Town of Mukwonago-Neubert Property (page 3 of 5, WB-13)

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: _____

272 This Offer is contingent upon Buyer obtaining the following:
273 Written evidence at (Buyer's) (Seller's) STRIKE ONE expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's) (Seller's) STRIKE ONE expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ (insert proposed use of Property; e.g., three

278 bedroom single family home) meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) STRIKE ONE expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Seller's) STRIKE ONE expense for the following items related to the proposed
286 development _____

287 Written evidence at (Buyer's) (Seller's) STRIKE ONE expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE a map of the Property prepared
294 by a registered land surveyor, within 60 days of acceptance, at (Buyer's) (Seller's) STRIKE ONE expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: The map shall be a fully recorded Certified Survey Map.

297 STRIKE AND COMPLETE AS APPLICABLE Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost
300 and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyer's expense, of the Property and _____

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**

310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 04/18/2002 (date) by (Licensee and Firm) Schmidt & Rupke S.C. Stephen P. Schmidt

316 (X) _____
317 Buyer's Signature & Print Name Here: Waukesha County Social Security No. or FEIN ▲ Date ▲

318 (X) _____
319 Buyer's Signature & Print Name Here: ▲ Social Security No. or FEIN ▲ Date ▲

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 257)

321 _____ Broker (By)

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

325 (X) _____
326 Seller's Signature & Print Name Here: Donald Neubert Social Security No. or FEIN ▲ Date ▲

327 (X) _____
328 Seller's Signature & Print Name Here: Janet Neubert Social Security No. or FEIN ▲ Date ▲

329 This Offer was presented to Seller by _____ on _____ at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED (See attached counter) _____
331 Seller Initials & Date & Seller Initials & Date &

Addendum A

1. Sellers state that they are the only persons necessary to convey the property contained in Exhibit A.

2. Seller shall notify Buyer in writing of any condition affecting the property or defect not previously disclosed, through the closing of this transaction. Seller shall cure said defect(s) by closing, or Buyer may, at Buyer's option declare this Offer null and void.

3. Seller states that this is a conveyance at an agreed price and that Wis. Stats. Chap. 32 is not applicable to this property.

4. Seller to provide title commitment to Buyer, by actual delivery, within 10 days of acceptance. If Seller fails to comply with this provision, the closing date may be delayed, at Buyer's sole discretion, by the same number of days the title is late. Seller shall provide GAP coverage, at Seller's expense, at time of closing.

5. This Purchase Contract is contingent upon obtaining the approval of Waukesha County Executive, Waukesha County Board of Supervisors and Waukesha Land Conservancy for the purchase of the property contained in Exhibit A, prior to closing.

6. Buyer to obtain a legal description of Seller's property to be used for completion of a CSM creating 2 parcels. Parcel 1 is to be the property identified on Exhibit A of the Offer to Purchase. Parcel 2 is to include the dam and 2 +/- surrounding acres. The cost of the survey and CSM shall be paid equally by the Seller and Buyer. Seller shall reimburse Buyer its prorated share at the time of closing, or within ten (10) days of the termination of the vacant land offer to purchase, whichever is earlier. This offer is contingent upon the transfer to, and acceptance by, the Spring Brook Watershed Lake Management District (SBWLMD) of parcel 2 (dam property) on or before closing of parcel 1 with Buyer. If SBWLMD does not accept the transfer, Buyer may at Buyer's option declare this offer null and void.

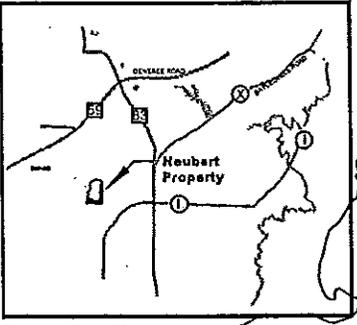
7. Buyer intends to apply for State and/or Federal grants which may be available to assist Buyer in the purchase. Sellers agree to cooperate and execute any documents to assist in obtaining said grant.

8. In the event any portion of the property is enrolled in or subject to any Farmland Preservation Plan, Forest Crop Conservation Reserve or similar program, Sellers shall be responsible, at Sellers' sole cost, for conducting all agricultural activities in compliance with said program(s) as well as the Soil Conservation Plan as prepared by the Waukesha County Department of Parks and Land Use, Land Resources Division.

9. Seller shall be responsible for any outstanding or contemplated assessments arising out of the dam and creation of Willow Springs Lake. ~~Sellers state that the dam is owned and maintained by the Wisconsin Dept of Natural Resources and/or the Spring Brook Watershed Lake Management District.~~

10. This Offer is contingent upon Buyer obtaining, at Buyer's expense, on or before closing, written environmental assessments (phase I and/or phase II) of the Property from independent environmental consultants of Buyer's choice, confirming that (i) the Property complies with all Environmental Laws; (ii) there are no liabilities (contingent or otherwise) affecting the Property arising under any Environmental Laws; (iii) there are no underground or above ground storage tanks, associated pipes or equipment located on or at the Property; and (iv) there are no Hazardous Substances on, under, at, in or migrating to or from the Property. If the assessment(s) reveal any condition that demonstrates a violation of applicable environmental laws, triggers reporting responsibilities, or other condition affecting the property in Buyer's sole discretion, Buyer may, at Buyer option, declare this offer null and void.

The term "Environmental Laws" shall mean all federal, state and local laws including statutes, rules, regulations, common law doctrines and remedies and other governmental restrictions, codes, standards and requirements relating to the disposal, release, emission, dispersal, spilling, leaking, burial, migration, seeping, movement or discharge of air pollutants, chemicals, gases, vapors, waste pollutants, groundwater, effluents, stormwater or surface water runoff, process wastewater, solid wastes or hazardous waste or otherwise relating to the protection of the environment. The term "Hazardous Substances" shall mean all hazardous or toxic substances, fumes, smoke, soot, acids, alkalis, chemicals, liquids, gases, vapors, fill, soils, wastes and materials; any pollutants, particulate matter, effluents or contaminants (including, without limitation, petroleum products, asbestos and raw materials which include hazardous or toxic constituents); and any other similar substances or materials which are regulated under Environmental Laws.



Location Map

Note:
Boundary of Parcels to be
determined by CSM

ROAD X

Access Easement to Parcel with Dam

Willow Springs Lake

Neubert Property

Parcel 2 Dam Property

Parcel 1 Proposed Waukesha County Acquisition

Note:
Boundary of Parcels to be determined by CSM

NEUBERT PROPERTY Property Map

Scale 1" = 400'
April 29, 2002



Stock No. 26273

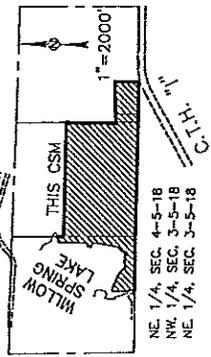
EXHIBIT "B"

CERTIFIED SURVEY MAP NO.

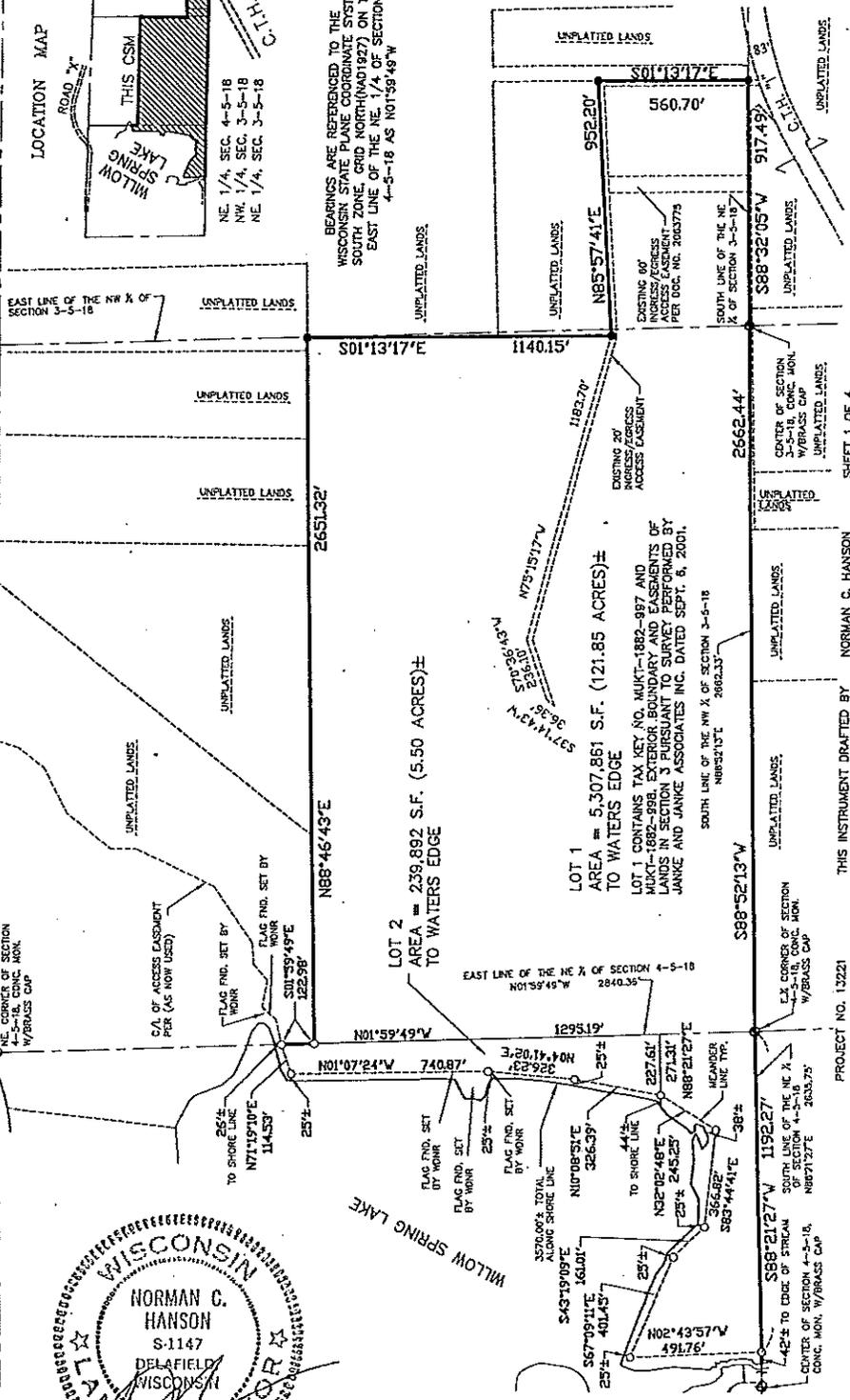
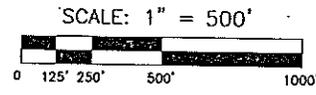
SURVEY FOR
 WAUKESHA COUNTY
 DEPARTMENT OF PARKS AND LAND USE
 1320 PENNINGTON RD.
 WAUKESHA, WI 53186
 AND
 DONALD F. NEUBERT
 W225 N4007 GRANDVIEW BLVD.
 PEWAUKEE, WI 53072

SURVEY BY
 NORMAN C. HANSON, SLS, #1147
 WELCH, HANSON AND ASSOC., INC.
 A DIVISION OF YANCO COUNTY ASSOC., INC.
 335 DELAFIELD, WISCONSIN 53018
 (262) 646-0655 OR (262) 367-4225

LOCATION MAP



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, GRID NORTH (NAD1987) ON THE EAST LINE OF THE NE 1/4 OF SECTION 4-5-18 AS N01°59'49"W



WISCONSIN LAND SURVEYOR
 NORMAN C. HANSON
 S-1147
 DELAFIELD, WISCONSIN

THIS INSTRUMENT DRAFTED BY NORMAN C. HANSON
 PROJECT NO. 13221
 SHEET 1 OF 4



DRAFT

Stock No. 26273

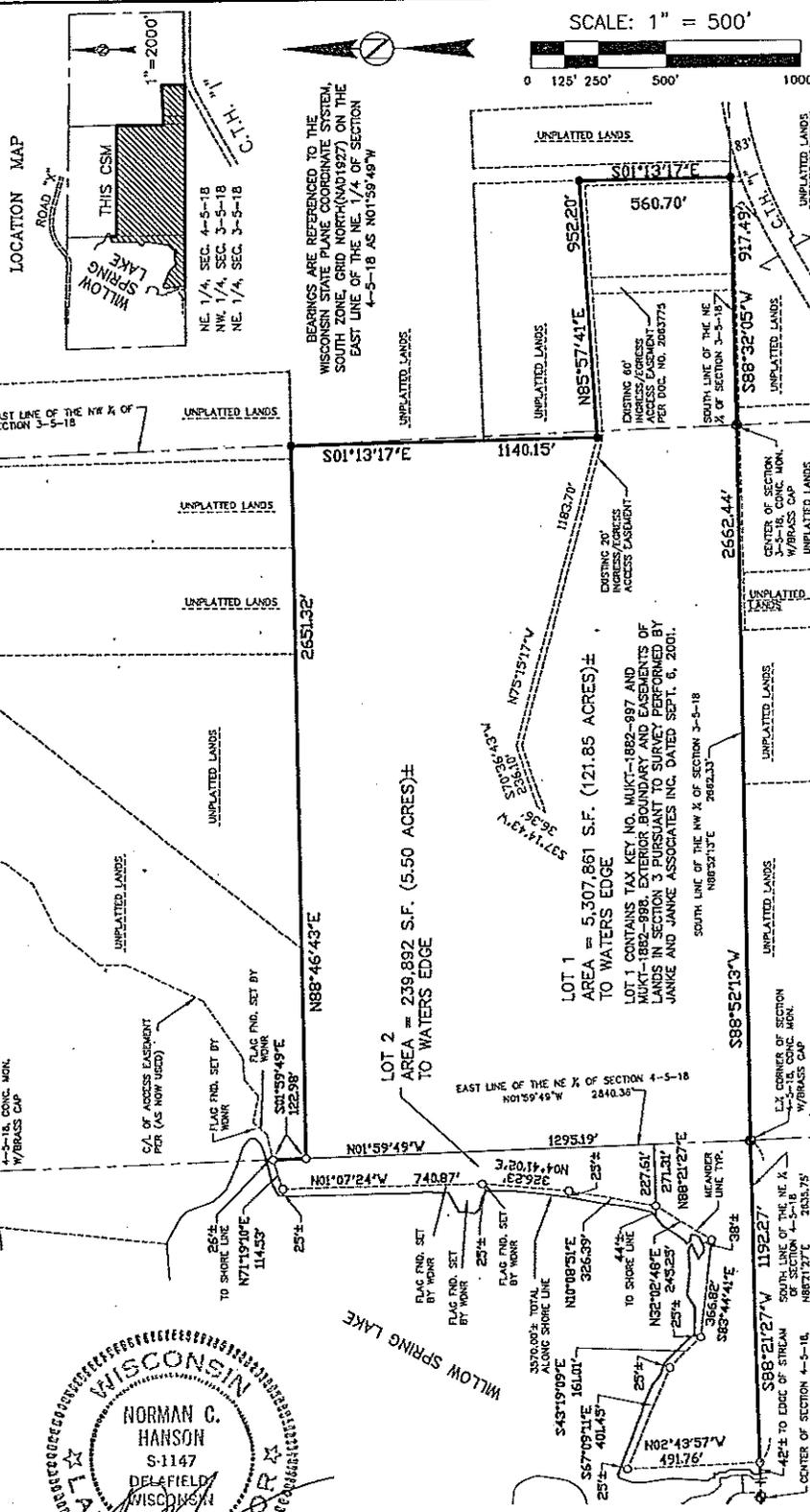
EXHIBIT 'C'

CERTIFIED SURVEY MAP NO.

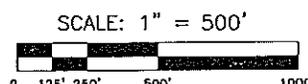
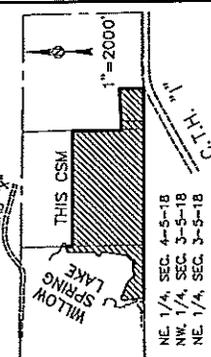
BEING A PART OF THE NE 1/4 AND SE 1/4 OF SECTION 4, T.5N., R.18E., AND THE NE 1/4, SE 1/4, SW 1/4 AND NW 1/4 OF THE NW 1/4 OF SECTION 3, T.5N., R.18E., AND THE SW 1/4 OF SECTION 3, T.5N., R.18E., TOWN OF MUKOMAGO, WAUKESHA COUNTY, WI

LEGEND
- CONC. MON. W/ BRASS CAP
- 1" DIA. IRON PIPE SET 18" LONG
- WT. = 113 LBS./LIN. FT.

SURVEY FOR
NORMAN C. HANSON, S.L.S. #1147
DEPARTMENT OF PARKS AND RECREATION
WAUKESHA, WI 53188



LOCATION MAP



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, GRID NORTH (NAD1987) ON THE EAST LINE OF THE NE 1/4 OF SECTION 4-5-18 AS 4-5-18 AS N01°59'49\"/>

LOT 1 AREA = 5,307,861 S.F. (121.85 ACRES) ± TO WATERS EDGE

LOT 2 AREA = 239,892 S.F. (5.50 ACRES) ± TO WATERS EDGE



THIS INSTRUMENT DRAFTED BY NORMAN C. HANSON PROJECT NO. 13221 SHEET 1 OF 4



DRAFT

Stock No. 26273

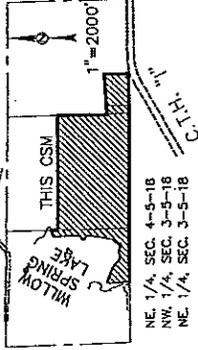
EXHIBIT E

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NE 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 4, T.5N, R.18E, AND THE NE 1/4, SE 1/4, SW 1/4 AND NW 1/4 OF THE NW 1/4 OF SECTION 3, T.5N, R.18E, AND THE SW 1/4 OF THE NE 1/4 OF SECTION 3, T.5N, R.18E, TOWN OF MUKWONAGO, WAUKESHA COUNTY, WI.

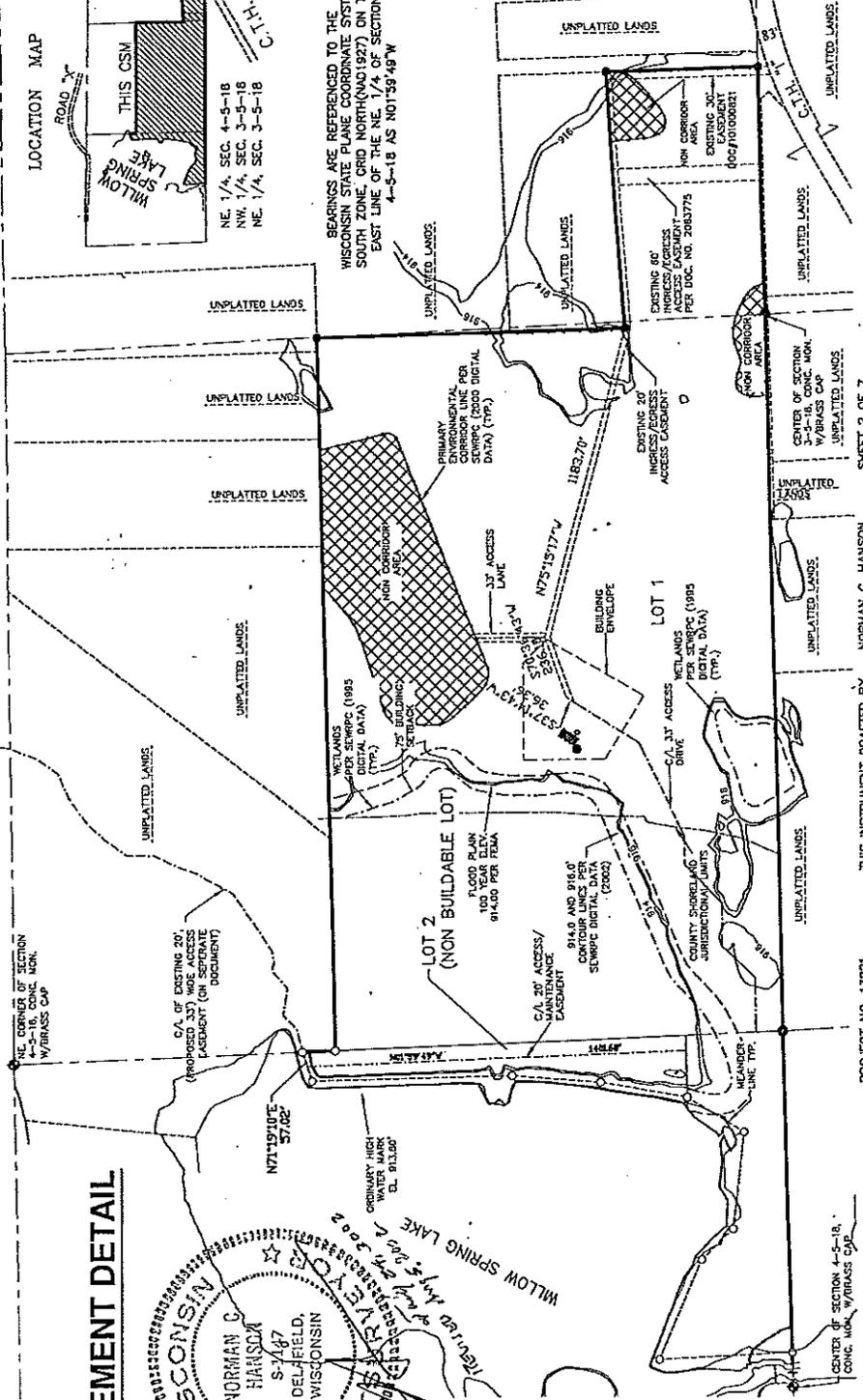
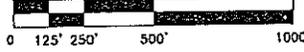
LEGEND
- CONC. MON. W/ BRASS CAP
- 1" DIA. IRON PIPE SET 18" LONG
- WT. = 1.13 LBS./LIN. FT.
SURVEY FOR:
NORMAN C. HANSON, R.L.S. #1147
WELCH, HANSON AND ASSOC., INC.
A DIVISION OF TAYLOR COUNTY ASSOC., INC.
335 DELAWARE, WISCONSIN 53015-1000
(262) 646-8835 OR (262) 367-4223
DONALD F. NEUBERT
#225 N4307 GRANDVIEW BLVD.
PEWAUKEE WIS 53072

LOCATION MAP

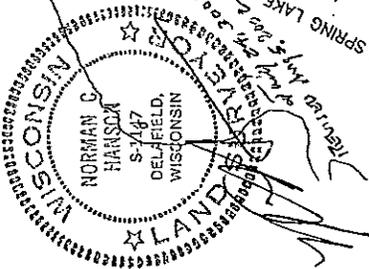


SEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, GRID NORTH (NAD 1927) ON THE EAST LINE OF THE NE 1/4 OF SECTION 4-5-18 AS N01°59'49" W

SCALE: 1" = 500'



EASEMENT DETAIL



SHEET 2 OF 7

THIS INSTRUMENT DRAFTED BY NORMAN C. HANSON

PROJECT NO. 13221



DRAFT

Stock No. 26273

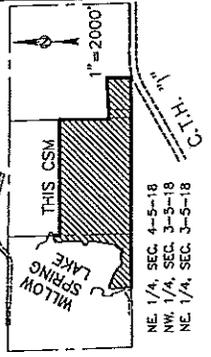
EXHIBIT E

CERTIFIED SURVEY MAP NO.

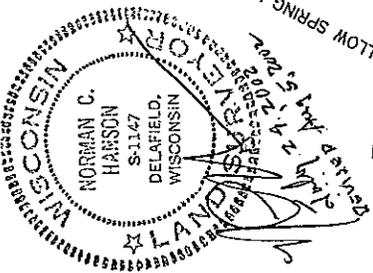
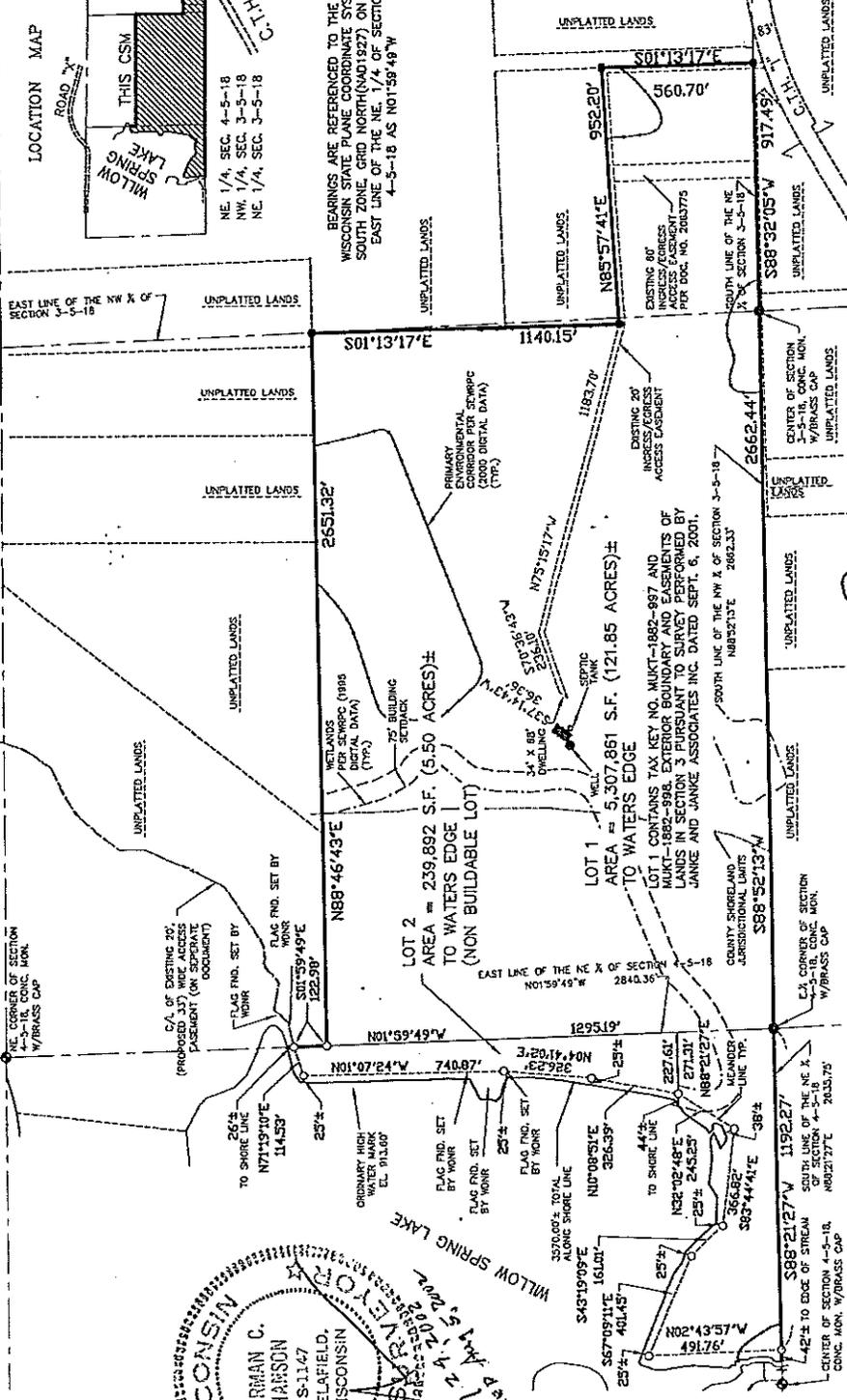
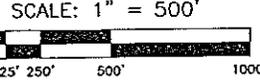
LEGEND:
- MON. W/ BRASS CAP
- 1" DIA. IRON PIPE FOUND
- 1/2" DIA. IRON PIPE SET 18" LONG
- WT. = 1.13 LBS./IN. FT.
- UNPLAID LANDS
- ROAD
- NE CORNER OF SECTION 4-3-18, CONC. MON. W/BRASS CAP
- C/A OF EXISTING 20' (PROPOSED 33') WIDE ACCESS PAVEMENT (ON SEPARATE DOCUMENT)
- FLAG PND. SET BY MONR
- FLAG PND. SET BY MONR
- 75' BUILDING SETBACK
- WELLS (1998 DIGITAL DATA) (TYP.)
- 34' X 100' PAVEMENT
- SEPTIC TANK
- SCOUR MARKERS
- A.P. 26273-1

SURVEY FOR:
NORMAN C. HANSON, R.L.S. #1147
DELAFIELD, WISCONSIN
A DIVISION OF VACCO CONCRETE ASSOC., INC.
335 AUSTIN CIRCLE, SUITE 100
DELAFIELD, WI 53018
(262) 648-6555 OR (262) 307-4225

LOCATION MAP



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, GRID NORTH (NAD1927) ON THE EAST LINE OF THE NE 1/4 OF SECTION 4-3-18 AS NOT 59'49" W



SHEET 1 OF 7

THIS INSTRUMENT DRAFTED BY NORMAN C. HANSON

PROJECT NO. 13221

Stock No. 26273

EXHIBIT E

CERTIFIED SURVEY MAP NO. _____

Being a part of the NE 1/4 and SE 1/4 of the NE 1/4 of Section 4,
and the NE 1/4, the SE 1/4, the SW 1/4 and the NW 1/4 of the NW 1/4 of Section 3
T5N, R18E, Town of Mukwonago, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE:

I, Norman C. Hanson, Registered Land Surveyor, hereby certify that I have surveyed, divided and mapped all that part of: the NE 1/4, the SE 1/4 of the NE 1/4 of Section 4, T5N, R18E, and the NE 1/4, the SE 1/4, the SW 1/4 and the NW 1/4 of the NW 1/4 of Section 3, T5N, R18E, Town of Mukwonago, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the E 1/4 corner of said Section 4; thence S88°-21'-27"W., along the south line of said NE 1/4, 1192.27 feet to a meander point, said point lying N88°-21'-27"W., 25 feet from the stream; thence along a meander line on the following courses; N02°-43'-57"W., 491.76 feet to a point; thence S67°-09'-11"E., 401.45 feet to a point; thence S43°-19'-09"E., 161.01 feet to a point; thence S83°-44'-41"E., 366.82 feet to a point; thence N32°-02'-48"E., 245.25 feet to a point; thence N10°-08'-51"E., 326.39 feet to a point; thence N04°-41'-02"E., 326.23 feet to a point; thence N01°-07'-24"W., 740.87 feet to a point; thence N71°-19'-10"E., 114.53 feet to a point on the east line of the NE 1/4 of said Section 4 and the terminus of said meander line, said point being S01°-59'-49"E., 25 feet from the shore of Willow Spring Lake; thence S01°-59'-49"E., 122.98 feet to a point, said point being at the northwest corner of Tax Key No. MUKT-1882-997; thence along the boundary of the parcel known as Tax Key No. MUKT-1882-997 on the following courses; N88°-46'-43"E., 2651.32 feet to a point; thence S01°-13'-17"E., 1140.15 feet to a point; thence N85°-57'-41"E., 952.20 feet to a point; thence S01°-13'-17"E., to a point on the south line of the NE 1/4 of said Section 3; thence S88°-32'-05"W., along the south line of the NE 1/4 of said Section 3, 917.49 feet to a point; thence S88°-52'-13"W., along the south line of the NW 1/4 of said Section 3, 2662.44 feet to the point of beginning of the afore described lands. Said lands containing 5,307,861 square feet (121.85 acres more or less) to the waters edge. Also including an access easement being 30 feet in width as measured perpendicular to the east line of the above described parcel from the southeast corner to the right-of-way line of C.T.H. "T".

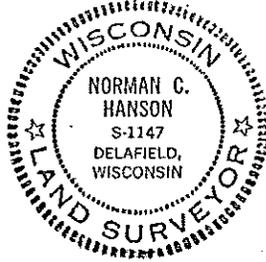
That I have made such survey, land division and map by the direction of Donald F. Neubert and Waukesha County, Owners of said lands.

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

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the subdivision regulations of the Town of Mukwonago, in surveying, dividing and mapping the same.

Dated this 24th day of July, 2002.

Revised Aug 5, 2002



[Signature]
Norman C. Hanson, RLS 1147

DRAFT

Stock No. 26273

EXHIBIT E

CERTIFIED SURVEY MAP NO. _____

Being a part of the NE 1/4 and SE 1/4 of the NE 1/4 of Section 4,
and the NE 1/4, the SE 1/4, SW 1/4 and the NW 1/4 of the NW 1/4 of Section 3
T5N, R18E, Town of Mukwonago, Waukesha County, Wisconsin

PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION
RESTRICTIONS-BUILDING ENVELOPES

Those areas of land which are identified as Primary Environmental Corridor Preservation Area on Page 1 of 7 of this Subdivision Plat/Certified Survey Map shall be subject to the following restrictions:

1. Grading and filling shall be prohibited except in conjunction with the construction of vehicular access lanes in designated areas, and park building and parking lot in a designated pre-approved building envelope or with the specific approval of the Waukesha County Department of Parks and Land Use and the Town of Mukwonago.
2. The removal of topsoil or other earthen materials shall be prohibited.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc. shall be prohibited, with the exception of the removal of dead, diseased or dying vegetation at the discretion of the landowner, or silvicultural thinning or natural land management upon the recommendation of a forester or naturalist, and the approval of the Waukesha County Department of Parks and Land Use. The removal of any vegetative cover, which is necessitated by the approved construction of residences, associated buildings and driveways, shall be permitted.
4. Grazing by domesticated animals, i.e., horses, cows, etc. shall be discouraged to the greatest extent possible.
5. The introduction of plant material not indigenous to the existing environment of the Primary Environmental Corridor Preservation Area shall be prohibited.
6. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Park and Planning Commission, the Wisconsin Department of Natural Resources and the Army Corp of Engineers.
7. The construction of buildings within the Primary Environmental Corridor Preservation Area is prohibited, except as may be specifically provided for by a building envelope on the Subdivision Plat or Certified Survey Map. Any alterations to such an approved building envelope will require the approval of the Waukesha County Department of Parks and Land Use and the Town of Mukwonago.

[Handwritten Signature]
July 27, 2002
Revised Aug 5, 2002



DRAFT

Stock No. 26273

EXHIBIT E

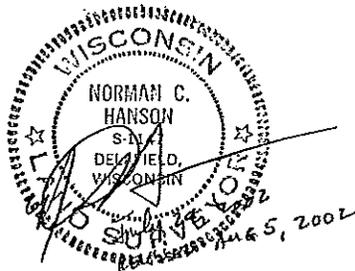
CERTIFIED SURVEY MAP NO. _____

Being a part of the NE 1/4 and SE 1/4 of the NE 1/4 of Section 4,
and the NE 1/4, the SE 1/4, SW 1/4 and the NW 1/4 of the NW 1/4 of Section 3
T5N, R18E, Town of Mukwonago, Waukesha County, Wisconsin

CONSERVANCY/FLOODPLAIN/WETLAND PRESERVATION RESTRICTIONS

Those areas of land which are identified as Floodplain on Page 2 of 7 of this Certified Survey Map shall be subject to the following restrictions:

1. Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, the Waukesha County Park and Planning Commission, the Wisconsin Department of Natural Resources and the Army Corp of Engineers.
2. The removal of topsoil or other earthen materials shall be prohibited.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc. shall be prohibited, with the exception of the removal of dead, diseased or dying vegetation at the discretion of the landowner, or silvicultural thinning upon the recommendation of a forester or naturalist, and the approval of the Waukesha County Department of Parks and Land Use.
4. Grazing by domesticated animals, i.e., horses, cows, etc. shall be prohibited.
5. The introduction of plant material not indigenous to the existing environment of the Conservancy/Floodplain Preservation area shall be prohibited.
6. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Park and Planning Commission, the Wisconsin Department of Natural Resources and the Army Corp of Engineers.
7. Construction of buildings is prohibited.



DRAFT

Stock No. 26273

EXHIBIT E

CERTIFIED SURVEY MAP NO. _____

Being a part of the NE 1/4 and SE 1/4 of the NE 1/4 of Section 4,
and the NE 1/4, the SE 1/4, SW 1/4 and the NW 1/4 of the NW 1/4 of Section 3
T5N, R18E, Town of Mukwonago, Waukesha County, Wisconsin

OWNER'S CERTIFICATE:

As owner(s), we hereby certify that we caused said lands to be certified, divided, mapped
and dedicated, as shown on this map.

WITNESS the hand and seal of said _____ and _____, Owner(s), this
day of _____, 20____.

In Presence of:

_____ Donald F. Neubert

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20____, the above
named _____ and _____, to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

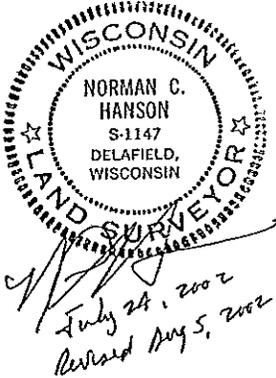
Notary Public

County, Wisconsin
My commission expires _____

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL:

The above, which has been filed for approval as required by Chapter 236, Wis. Statutes, is
hereby approved on the _____ day of _____, 20____.

Dale Shaver, Director





DRAFT

Stock No. 26273

EXHIBIT E

CERTIFIED SURVEY MAP NO. _____

Being a part of the NE 1/4 and SE 1/4 of the NE 1/4 of Section 4,
and the NE 1/4, the SE 1/4, SW 1/4 and the NW 1/4 of the NW 1/4 of Section 3
T5N, R18E, Town of Mukwonago, Waukesha County, Wisconsin

OWNER'S CERTIFICATE:

As owner(s), we hereby certify that we caused said lands to be certified, divided, mapped and dedicated, as shown on this map.

WITNESS the hand and seal of said _____ and _____, Owner(s), this day of _____, 20____.

In Presence of:

_____ Waukesha County

STATE OF WISCONSIN)

SS

_____ COUNTY)

Personally came before me this _____ day of _____, 20____, the above named _____ and _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public

_____ County, Wisconsin

My commission expires _____

TOWN OF MUKWONAGO PLANNING COMMISSION APPROVAL:

Approved by the Planning Commission of the Town of Mukwonago on this _____ day of _____, 20____.

Katherine Wilson, Clerk

Tom Stuart, Chairman

TOWN BOARD APPROVAL:

Approved by the Town Board of the Town of Mukwonago on this _____ day of _____, 20____.

Katherine Wilson, Clerk

Tom Stuart, Chairman

Richard Aug 5, 2002
July 26, 2002



This instrument drafted by Norman C. Hanson



DRAFT

Stock No. 26273

EXHIBIT "A"

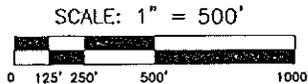
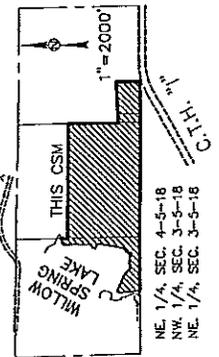
CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NE 1/4 AND SE 1/4 OF SECTION 4, T.5N., R.18E., AND THE NE 1/4, SE 1/4, SW 1/4 AND NW 1/4 OF THE NW 1/4 OF SECTION 3, T.5N., R.18E., AND THE SW 1/4 OF THE NE 1/4 OF SECTION 3, T.5N., R.18E., TOWN OF MUKWONAGO, WAUKESHA COUNTY, WI

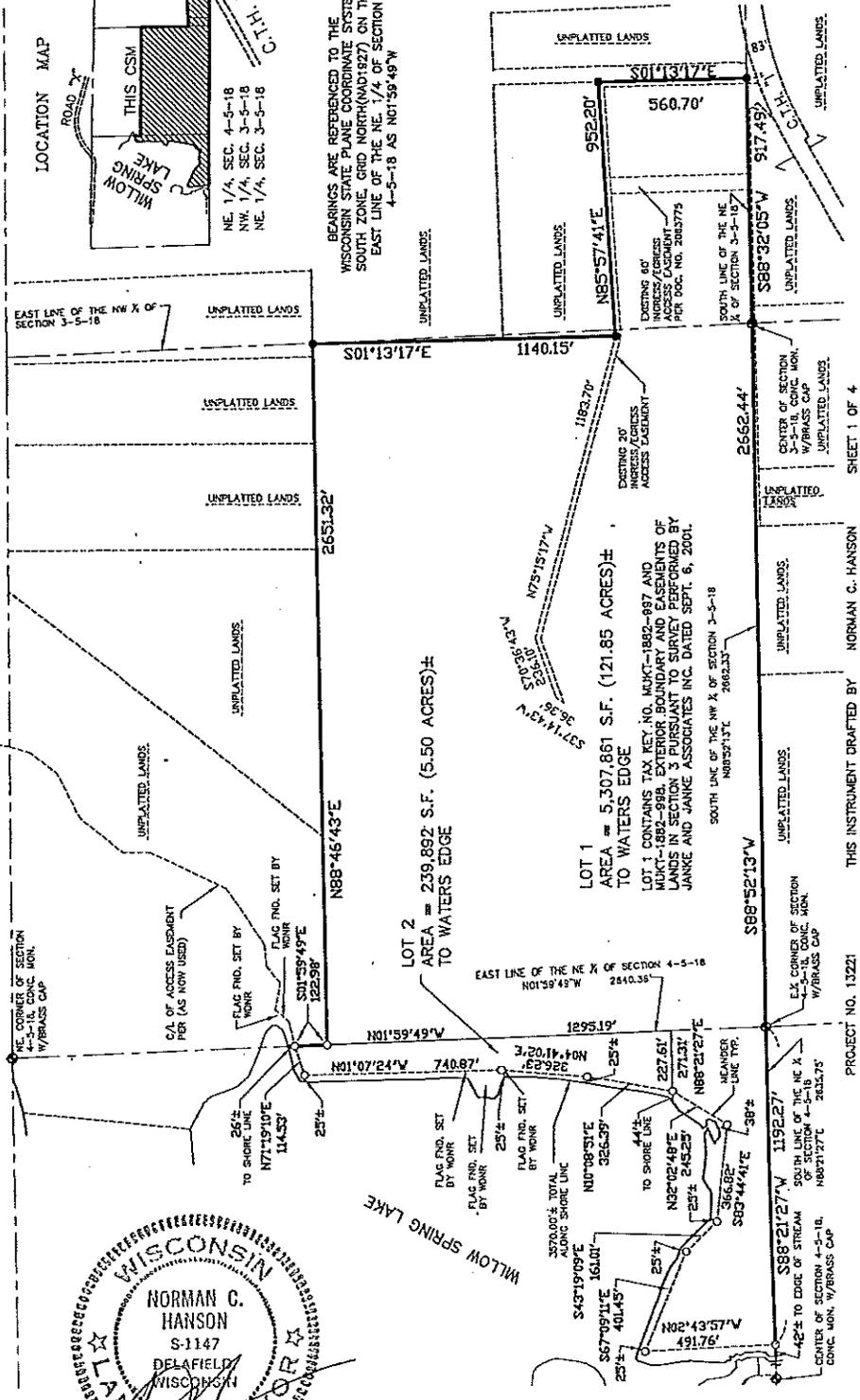
LEGEND
- CONC. MON. W/ BRASS CAP
- 1" DIA. IRON PIPE FOUND 18" LONG
- 1/4" DIA. 1 1/2" LBS./IN. FT.
- W.C. - 1 1/2" LBS./IN. FT.

SURVEY BY
NORMAN C. HANSON, SLS. #1147
WISCONSIN LAND SURVEYORS ASSOCIATION
A DIVISION OF YACGT COLBY ASSOC., INC.
355 AUSTIN CIR., SUITE 100
MILWAUKEE, WI 53212
(262) 942-6635 OR (262) 367-6225

LOCATION MAP



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, GRID NORTH (NAD1927) ON THE EAST LINE OF THE NE 1/4 OF SECTION 4-5-18 AS N01°59'49"W



THIS INSTRUMENT DRAFTED BY NORMAN C. HANSON PROJECT NO. 13221 SHEET 1 OF 4

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-09/25/02

(ORD) NUMBER-1570051

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- 28 P. JASKE.....
- 30 K. NILSON.....AYE
- 32 P. GUNDRUM.....
- 34 R. SINGERT.....NAY

TOTAL AYES-31

TOTAL NAYS-01

CARRIED_____

DEFEATED_____

UNANIMOUS_____

TOTAL VOTES-32