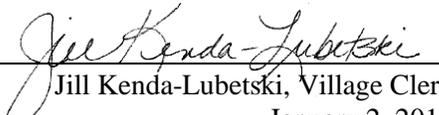


VILLAGE BOARD MEETING
Monday, January 7, 2019
Earl McGovern Board Room, 6:30 P.M.



PLEASE TAKE NOTICE that a meeting of the Brown Deer Village Board will be held at the Village Hall of the Village of Brown Deer, 4800 West Green Brook Drive, Brown Deer, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

- I. Roll Call
- II. Pledge of Allegiance
- III. Persons Desiring to be Heard
- IV. **Consent Agenda**
 - A) Consideration of Minutes: December 17, 2018 – Regular Meeting
- V. **New Business**
 - A) Review and Consider an Offer to Purchase for 4740 West Bradley Road for an Office Construction
 - B) Review and Consider an Amendment to the Development Agreement with CJB LLC for Office and Service Facilities at 8655 N. 43rd Street
 - C) Draw Names for Placement on the April Ballot
- VI. Village President's Report
- VII. Village Manager's Report
- VIII. Adjournment



Jill Kenda-Lubetski, Village Clerk
January 2, 2019

PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.

**BROWN DEER VILLAGE BOARD
DECEMBER 17, 2018 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by President Krueger at 6:30 P.M.

I. Roll Call

Present: Village President Krueger; Trustees: Quirk, Springman, Baker, Montgomery, Schilz,

Also, Present: Michael Hall, Village Manager; Erin Hirn, Assistant Village Manager/ Deputy Clerk; Susan Hudson, Comptroller; John Fuchs, Village Attorney; Michael Kass, Chief of Police;

Absent: Trustee Wedward

II. Pledge of Allegiance

III. Persons Desiring to be Heard

Thomas Poznanski, 4105 W. Parkland Ave, voiced his concerns about the spending on the new public works facility as well as other decisions the board as made that he disagrees with.

Nacarci Feaster, 4833 W. Willow Road, requested updated information regarding the library.

Jeff Baker announced that he is running for trustee in the Spring Election.

President Krueger wished everyone a Merry Christmas.

IV. Consent Agenda

- A) Consideration of Minutes: December 3, 2018 – Regular Meeting
- B) November 2018 Vouchers
- C) October 2018 Financial Report

It was moved by Trustee Quirk and seconded by Trustee Baker to approve the consent agenda items. The motion carried 6-0.

V. New Business

- A) Approve New Agreement for Management and Maintenance Services with City Water

Trustee Springman asked about the municipal vehicles that City Water uses. Mr. Nennig said that there are two trucks that the water department uses.

Trustee Quirk asked about outside consultants. Mr. Nennig said that City Water does not hire 3rd party consultants.

Trustee Montgomery asked how administrative charges are charged back to City Water. Ms. Hudson said that they are allocated every year for staff time, percentage of insurance on building, workers comp. Trustee water also asked the number of staff. Mr. Nennig confirmed he has twelve employees.

Trustee Baker asked if the amount of insurance coverage is efficient taken the past actions. In the case of a vehicle accident their insurance would be the primary insurance.

Trustee Springmann asked how this contract will be evaluated within the five-year period. Mr. Hall verified that it would first go to the Water Commission and if a change in the contract is suggested it would come back to the board.

It was moved by Trustee Schilz and seconded by Trustee Springman to approve the new agreement for

management and maintenance services with City Water. The motion carried 6-0.

VII. Village President's Report

- Attended the North Shore Fire Department meeting as well as the ICC meeting

VIII. Committee Report

- None

IX. Village Manager's Report

- We have two new employees Elena Roosa, Engineering Technician; and Chris Cordova, Public Health Nurse.

XII. Adjournment

It was moved by Trustee Springman and seconded by Trustee Quirk to adjourn at 6:56 p.m. The motion carried unanimously.



Erin M. Hirn, Assistant Manager/Deputy Clerk

WB-44 COUNTER-OFFER
Counter-Offer No. _____ by (Buyer/Seller) [STRIKE ONE]

1 The **Offer** to Purchase dated _____ and signed by Buyer, _____,
2 for purchase of real estate at _____ 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 _____
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
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16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____

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 _____ (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 _____ on _____
39 _____ Licensee and Firm ▲ _____ Date ▲

40 _____
41 Signature of Party Making **Counter-Offer** ▲ Date ▲ Signature of Party Making **Counter-Offer** ▲ Date ▲

42 _____
43 Signature of Party Accepting **Counter-Offer** ▲ Date ▲ Signature of Party Accepting **Counter-Offer** ▲ Date ▲

44 This Counter-Offer was presented by _____ on _____
45 _____ Licensee and Firm ▲ _____ Date ▲

46 This Counter-Offer is **(rejected) (countered)** [STRIKE ONE] (Party's Initials) _____ (Party's Initials) _____

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.
48 Provisions incorporated by reference may be indicated in subsequent Counter-Offer by specifying the number of the provision or the
49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly
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**



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Village Board
ITEM DESCRIPTION: Review and Consider an Amendment to the Development Agreement with CJB LLC for Office and Service Facilities at 8655 N. 43rd Street
PREPARED BY: Nathaniel Piotrowski, Community Development Director
REPORT DATE: January 3rd, 2019

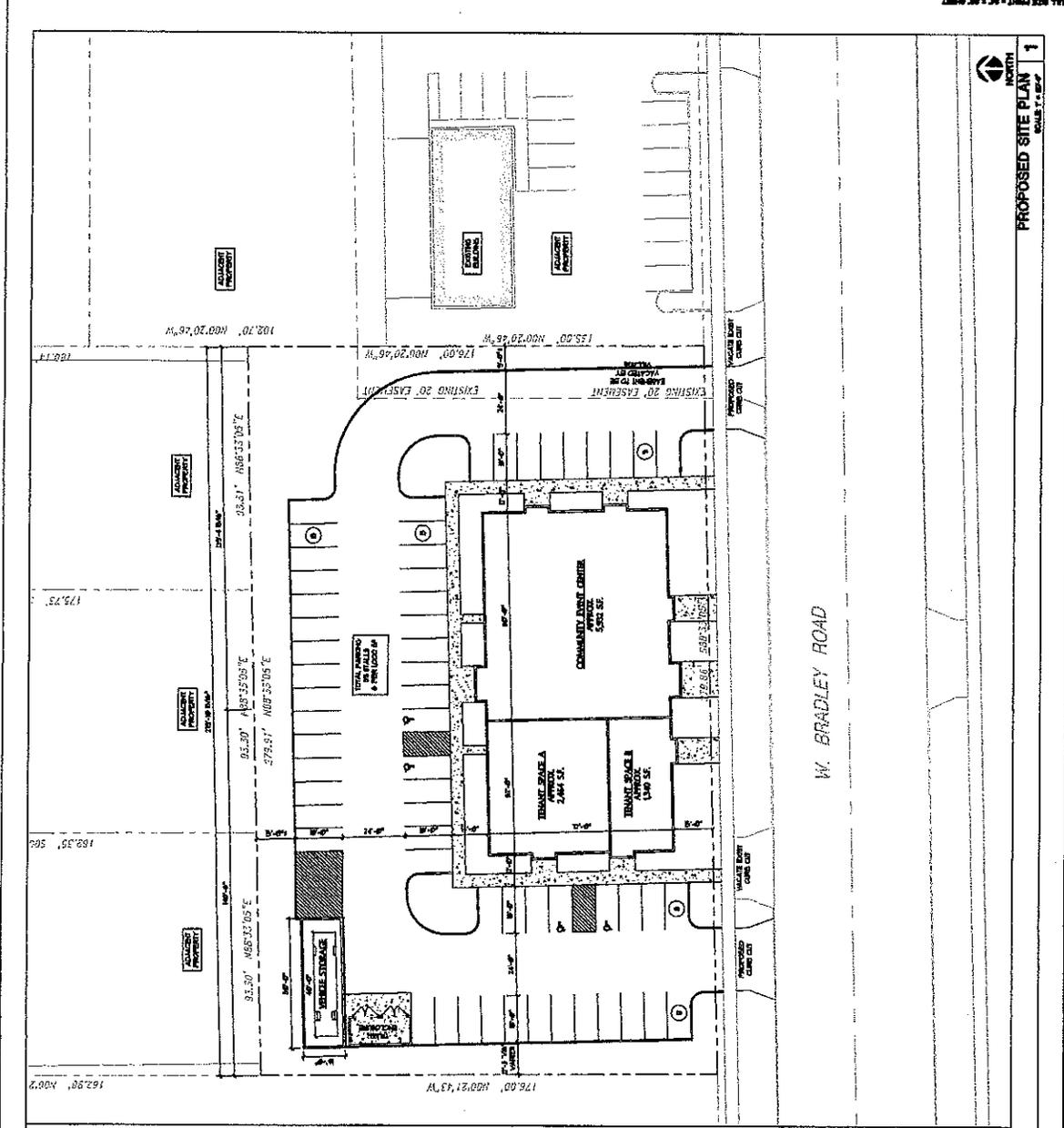
ANALYSIS:

It was recently discovered that the current development agreement with CJB for the property at 8655 N. 43rd Street (featuring Solful Fitness) contains a provision that required DNR remediation compliance by January 2019 or else the property was to revert to Village ownership. While the environmental assessment is now complete and the site was revealed to be free of further contamination, final closure from the DNR has not occurred. The property is also now fully redeveloped, and the Village does not wish to own the parcel. Therefore, we have crafted an amendment to the agreement that will allow for adequate time (2 years) to complete regulatory reviews.

RECOMMENDATION:

Staff recommends approval of the amendment. Please feel free to contact Nate Piotrowski at (414) 371-3061, if you have any questions.

FOR ALL SITES, THE PROPOSED DEVELOPMENT SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE ZONING ORDINANCE AND THE SUBDIVISION MAP ACT. THE CLIENT AGREES TO HOLD THE ARCHITECT HARMLESS FROM ANY LIABILITY OR COSTS INCURRED IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.



PROPOSED SITE PLAN
 NORTH
 SCALE: 1" = 50'
 SHEET 1 OF 1

PERSPECTIVE DESIGN, INC. 1122 W. North Avenue Franklin, WI 53026 TEL: (414) 924-1789 FAX: (414) 924-1781		Denta Med Bradley Rd Brown Deer, WI
Drawing Title: PROPOSED DEVELOPMENT SITE PLAN OPTION 1	DRAWN: JAC CHECKED: JAC DATE: 10/20/11	DEVELOPER: JAC DATE: 10/20/11

NOT FOR CONSTRUCTION - PRELIMINARY - FOR ESTIMATING AND REVIEW ONLY

WB-13 VACANT LAND OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** _____ **[DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~**

2 **GENERAL PROVISIONS** The Buyer, DENTAMED HEALTH CARE
3 offers to purchase the Property known as [Street Address] 4740 W. BRADLEY RD. BROWN DEER
4 _____ in the VILLAGE of BROWN DEER, County of MILWAUKEE.

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:** \$1 (ONE DOLLAR)
7 _____ Dollars (\$ _____).

8 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____
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:

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 _____.

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 _____. 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): _____

31 Seller's delivery address: _____

32 Buyer's recipient for delivery (optional): _____

33 Buyer's delivery address: _____

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: (_____) _____ Seller: (_____) _____

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 _____.

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or _____
44 _____ no later than _____, 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**

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

52 **PROPERTY CONDITION PROVISIONS**

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

57 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

58 _____

59 A "condition affecting the Property or transaction" is defined as follows:

- 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) subsoil 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, subsoil 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 is 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: 4740 N. BRADLEY RD. BROWN DEER WI - [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" 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

137 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

138 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding

139 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines

140 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal

141 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries

142 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are

143 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the

144 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

145 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**

146 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

147 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____

148 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this

149 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,

150 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.

151 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private

152 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed

153 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing

154 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted

155 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain

156 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

157 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

158 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ % . The initial interest rate shall

159 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum

160 interest rate during the mortgage term shall not exceed _____ % . Monthly payments of principal and interest may be adjusted

161 to reflect interest changes.

162 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and

163 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other

164 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan

165 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**

166 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**

167 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**

168 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

169 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller

170 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

171 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an

172 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies

173 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then

174 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

175 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

176 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness

177 for Seller financing.

178 **ADDITIONAL PROVISIONS/CONTINGENCIES**

179 _____

180 _____

181 _____

182 _____

183 _____

184 _____

185 _____

186 _____

187 _____

188 **ADDENDA:** The attached _____ 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 _____

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.

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. § 66.55(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 disagree 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.**

268 PROPERTY ADDRESS: 4740 W. BRADLEY RD. BROWN DEER [page 5 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 _____ 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: _____

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 _____ [date] by [Licensee and Firm]

316 (X) Manakemeri ELAYE OKUNSERI 12/26/18
317 Buyer's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

318 (X) Christopher OKUNSERI 12/26/2018
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 - 267)

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: ► Social Security No. or FEIN ▲ Date ▲

327 (X) _____
328 Seller's Signature ▲ Print Name Here: ► 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 ▲

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH CJB LLC FOR OFFICE
AND SERVICE FACILITIES AT 8655 N. 43RD STREET BROWN DEER**

This Amendment to Development **AGREEMENT** is entered into this 8th day of January, 2019 (hereinafter referred to as the "Amendment to Agreement"), by and between **CJB LLC** (hereinafter referred to as the "Developer"), and the **VILLAGE OF BROWN DEER**, a municipal corporation, Milwaukee County, Wisconsin (hereinafter referred to as the "Village").

WITNESSETH:

WHEREAS, Developer has purchased the property from the Village, under agreement dated February 15, 2016, and

WHEREAS, the parties mutually desire to extend the time limitation in paragraph 2d of the agreement only so as to extend environmental remediation deadlines,

NOW THEREFORE, the parties in consideration of the mutual covenants and benefits herein contained, hereby agree as follows:

Section 2d. The Developer guarantees that all environmental contamination as detailed in the Notice of Contamination recorded against the property on February 4th, 2013 as Document #10212117 shall be remediated to the satisfaction of the Wisconsin Department of Natural Resources no later than January 1, 2022. Developer shall keep the Village reasonably apprised of the remediation efforts and any further directives or orders from the Department of Natural Resources. Failure to satisfy this requirement shall result in the return of the property to the Village of Brown Deer and a repayment of the full \$35,000 purchase price contribution, unless an agreement for extension is agreed upon by both Wisconsin DNR and the Village to cover changes in the policies and law requirements. Developer agrees not to transfer title or convey any ownership interest in the property until Developer's requirements under this provision have been satisfied.

IN WITNESS WHEREOF, the parties hereunto set their respective hands and seals on the date first written above.

"DEVELOPER"

CJB LLC;

Dated: _____

By: _____
Jennifer Jambor-Raninen, member

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2019 A.D., the above-named Jennifer Jambor-Raninen, Developer, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

* _____

Notary Public, _____, County, Wisconsin

My commission expires: _____

* Print Name of Notary Public

Development Agreement with CJB LLC for
Office and Service Facilities at 8655 N. 43rd
Street Brown Deer



* 1 0 5 5 1 2 1 1 *

DOC.# 10551211

Document Number

RECORDED 03/31/2016 10:10AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

The property at 8655 N. 43rd Street, more particularly described as
Certified Survey Map 2322 located in the Northeast ¼ of Section 11,
Town 8 North, Range 21 East in the Village of Brown Deer, County of
Milwaukee, and State of Wisconsin

Record this document with the Register of Deeds

Name and Return Address:

Fuchs & Boyle, S.C.
1233 North Mayfair Road,
Suite 210
Milwaukee, WI 53226

047-9987-001

(Parcel Identification Number)

**DEVELOPMENT AGREEMENT WITH CJB LLC FOR OFFICE AND SERVICE FACILITIES AT
8655 N. 43rd STREET BROWN DEER**

This **AGREEMENT** is entered into this 15th day of February, 2016 (hereinafter referred to as the "Agreement"), by and between **CJB LLC** (hereinafter referred to as the "Developer"), and the **VILLAGE OF BROWN DEER**, a municipal corporation, Milwaukee County, Wisconsin (hereinafter referred to as "Village").

WITNESSETH:

WHEREAS, the County of Milwaukee is the owner of the property at 8655 N. 43rd Street, more particularly described as Certified Survey Map 2322 located in the Northeast ¼ of Section 11, Town 8 North, Range 21 East in the Village of Brown Deer, County of Milwaukee, and State of Wisconsin (the "Property"); and

WHEREAS, Developer intends to utilize the Property and all buildings and improvements on the Property for a fitness studio, office, service facilities or any other use approved after review and approval by the Village Plan Commission and Village Board, provided such uses are not detrimental to the health, safety, welfare, or traffic conditions in the surrounding area; and

WHEREAS, the Property being currently owned by Milwaukee County is thus exempt from property tax; and

WHEREAS, the property is further limited in use due to environmental issues; and

WHEREAS, the Property is currently in a Tax Incremental Financing District (TIF); and

WHEREAS, Developer has agreed to purchase the property from the Village, provided the property can be first purchased for \$50,000.00 from Milwaukee County, under agreement that the Village will contribute \$35,000.00 to the purchase price, and Developer will contribute \$15,000.00 to the purchase price;

NOW, THEREFORE, the parties in consideration of the mutual covenants and benefits herein contained, hereby agree as follows:

1. The Developer agrees that all plans shall require final approval of construction details by Village Staff, Village Board or appropriate Village reviewing authority, before such plans can be implemented. Implicit in this covenant is the right of the Village to require plan revisions, not inconsistent with applicable ordinances, or requests of required boards and committees consistent with applicable ordinances and the authority of such boards and committees. Such approval is not to be unreasonably withheld, conditioned or delayed.
2. a. In consideration of the Village contribution to the purchase price on behalf of Developer, Developer agrees that commencing not later than December 31, 2016, the Property shall have a fair market value of not less than \$300,000.00, (minimum value), and regardless of assessment, such value shall be guaranteed as herein set forth for the life of the TIF. If the Property does not have a fair market value equal or greater to \$300,000 as of each December 31st during the guaranteed period, defined as the life of the TIF, the Village shall have the option to assess Developer in the year of default for a guaranteed payment to be determined as follows. In such event, Developer shall pay to the Village, an amount equal to the real estate property taxes owing that year based upon the guaranteed value and the then applicable mill rate. Such payment shall be

deemed a contractual obligation of Developer to the Village, in lieu of real property taxes which would have been due and owing on an amount determined by the difference between \$300,000, less the amount of fair market value resulting from an assessment less than necessary to reflect the guaranteed value of \$300,000.00. By way of illustration, if based upon the assessment, the property has a fair market value of \$250,000, then the mill rate shall be applied to the shortfall of \$50,000, and such payment made to Village, by Developer, in conjunction with the payment of real property taxes due and owing for the year of the short fall.

- b. Notwithstanding the requirements of 2.a. above, Developer agrees to pay a one-time lump sum payment of \$6,532.00 on or before January 31, 2024. This lump sum payment shall be in addition to any real property tax due and owing, and in addition to any differential payment that might be required by paragraph 2.a. This one-time payment is in consideration of the Village contribution of \$35,000.00.
 - c. Upon closing of the transaction contemplated herein, the Developer waives, releases, acquits and forever discharges the Village, its officers, employees and agents of and from any causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest attorney's fees and expenses of whatever kind and nature, in law or in equity, known or unknown, including (but not limited to) actions related to environmental hazards or contamination present on the Properties and actions related to the acquisition of the Property by the Village, and agrees to indemnify, defend and hold the Village harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.
 - d. The Developer guarantees that all environmental contamination as detailed in the Notice of Contamination recorded against the property on February 4th, 2013 as Document # 10212117 shall be remediated to the satisfaction of the Wisconsin Department of Natural Resources by no later than January 1, 2019. Developer shall keep the Village reasonably apprised of the remediation efforts and any further directives or orders from the Department of Natural Resources. Failure to satisfy this requirement shall result in the return of the property to the Village of Brown Deer and a repayment of the full \$35,000 purchase price contribution, unless an agreement for extension is agreed upon by both Wisconsin DNR and the Village to cover changes in policies and law requirements. Developer agrees not to transfer title or convey any ownership interest in the property until Developer's requirements under this provision have been satisfied.
3. Developer shall abide by applicable provisions of all of the Brown Deer ordinances, including the Building Code, Zoning Code, Fire Prevention Code, construction site erosion control and storm water management ordinances.
 4. Signs on the premises shall, at all times, conform to Village sign regulations as found in Chapter 121 of the Brown Deer Village Code.
 5. Storm water management measures for the Property shall be in accord with the Village Storm Water Management Ordinance.
 6. The Developer shall comply with Village Zoning Code performance standards relating to noise, vibration, odor, smoke, dust, and waste.

Personally came before me this 18th day of FEB, 2016 A.D., the above-named Jennifer Jambor-Raninen, Developer, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

SIGNATURE IS ON PAGE 3 of 4

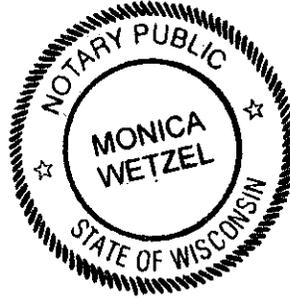
* Monica Weitzel

Notary Public, MILWAUKEE County, Wisconsin

My commission expires: 9/9/2019

* Print Name of Notary Public

MONICA WEITZEL



"VILLAGE"

VILLAGE OF BROWN DEER

Dated: 2/15/16 By: Carl Krueger
Name: Carl Krueger

Title: President, Village of Brown Deer

Dated: 2/15/16 By: Jill Kenda-Lubetski
Name: Jill Kenda-Lubetski

Title: Clerk, Village of Brown Deer

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 15th day of February, A.D., 2016, CARL KRUEGER, President, and JILL KENDA-LUBETSKI, Clerk, of the VILLAGE OF BROWN DEER, a Wisconsin Municipal Corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

Cyndee Farnham
* Cyndee Farnham

Notary Public, Milwaukee County, Wisconsin

My commission expires: 8/24/18

* Print Name of Notary Public

This instrument was drafted by:
John F. Fuchs, City Attorney

Return to:
John F. Fuchs
Fuchs & Boyle S.C.
1233 N. Mayfair Road, Ste 210
Milwaukee, WI 53226

