

Committee of the Whole
Regular Meeting Notice and Agenda

Village of Cross Plains
2417 Brewery Road, PO Box 97
Cross Plains, WI 53528
(608) 798-3241

Monday, May 11, 2015
7:00 pm

- I. Call to Order, Roll Call, and Pledge of Allegiance

- II. Public Comment – This is an opportunity for anyone to address the Committee on any issue NOT on the current agenda. *Please observe the time limit of 3 minutes.* While the Committee encourages input from residents, it may not discuss or act on any issue that is not duly noticed on the agenda.

- III. Reports
 1. Village Officers
 - a. Village President
 - b. Village Trustees

 2. Village Departments

- IV. Committee Discussion
 1. Discussion and action regarding the regular meeting minutes of April 13, 2015.

 2. Discussion and action regarding a draft conceptual site plan for 2504 Military Road (Buechner Farm) to be annexed and developed as a public/private partnership.

 3. Presentation by the Gallina Companies regarding their Tax Incremental Financial (TIF) Redevelopment Grant Application #2015-02.

 4. Public Comment regarding TIF Redevelopment Grant Application #2015-02 for the Gallina Companies.

V. Closed Session

1. The Village Board may meet in Closed Session pursuant to 19.85(1)(e) of Wisconsin Statutes to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to discuss TIF Redevelopment Grant Application #2015-02 from the Gallina Companies.

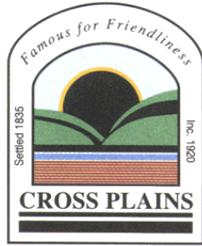
2. Reconvene into open session.

3. Discussion and action regarding the TIF Redevelopment Grant Application #2015-02 from the Gallina Companies.

4. The Committee of the Whole will meet in Closed Session pursuant to 19.85(1)(c) of Wisconsin Statutes to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically regarding the employment of the Village Administrator/Clerk-Treasurer.

VI. Adjournment

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the Village Hall at (608) 798-3241 or matt@cross-plains.wi.us.



Village of Cross Plains
PO Box 97, 2417 Brewery Road
Cross Plains, WI 53528
Phone: (608) 798-3241
Fax: (608) 798-3817

Memorandum

To: Committee of the Whole
From: Matthew G. Schuenke, Village Administrator/Clerk-Treasurer
Date: May 7, 2015
Re: Committee of the Whole meeting – **May 11, 2015**

IV. Committee Discussion

1. Discussion and action regarding the regular meeting minutes of April 13, 2015 – For approval.

2. Discussion and action regarding a draft conceptual site plan for 2504 Military Road (Buechner Farm) to be annexed and developed as a public/private partnership – Village Staff has been working with a landscape architect to prepare a draft conceptual site plan for a 40 acre property just outside of the Village limits. This property is adjacent to Baer Park and the Middle School presenting several opportunities for the partnership of public/private development, both of which are needed within the near future. The property is available for sale and Village Staff has been reviewing for several months potential alternatives for the use of this property to expand or grow existing public facilities. Notably this space could provide for a new Village Hall/Community Center with Police Department, pool, baseball fields, pavilion, parks, sledding hills, trails, and general open space. Additionally it could add over 40 single family lots not currently available in the Village. The property also currently resides within our Urban Service Area and the proposed uses are consistent with the Comprehensive Plan. In theory, a public/private partnership of this property makes sense as a benefit to both sides. The public improvements can help to serve as a catalyst for the private development while in turn the growth created by the private development helps to pay for the public improvements, again in theory. There are two objectives desired for Monday's meeting:

- A. Refer Pre-Development Agreement and Annexation to Plan Commission – Nothing on this concept plan happens without the land needed for the improvements. The land cannot be made available until it is annexed into the Village. ***There is no Pre-Development Agreement available nor are there any active negotiations***, but there is interest and once an agreement has been prepared it shall be placed on the Plan Commission agenda for review and recommendation to the Village Board as is customary and required within the code. Conditions can be levied within the agreement that preserve the outline of the area to be developed for public purpose;

however, additional discussions will develop during negotiations as to the payment of basic infrastructure improvements. This is a similar process that was undertaken for the Sundance Subdivision proposal and their pre-development agreement including provisions on public access and utilities. A lot of work is needed to even begin this process but this would be the natural first step to see if the space can be made available for these improvements as currently proposed.

- B. Review the Draft Concept Plan and Refer to Committee for further Consideration – If the outline of the space earmarked for public purpose can be made available, then further consideration can be put forth towards each amenities prepared in the draft plan. They are arranged presently to allow for their implementation to be phased or standalone depending on their priority or progression. The plan as currently proposed is meant to provide a picture and give us a frame of reference about how this property could be used if developed under a public/private partnership. It is well understood that substantial planning and discussion is still necessary about all items to work out their individual details. Each amenity listed on the plan does represent a need to fill various deficiencies as have been discussed over time.

3. Presentation by the Gallina Companies regarding their Tax Incremental Financial (TIF) Redevelopment Grant Application #2015-02 – Included within your packet is an application for a Redevelopment Grant through the TID to help fund the proposed 53 unit apartment building at 1400 Bourbon Road. The Zoning Map Amendment and GDP for this project was recommended for approval by the Plan Commission on May 4th. As is customary, the Developer will be provided the opportunity to present the application to the Committee and answer questions as applicable. Craig Enzenroth from the Gallina Companies will be present to provide this presentation.

4. Public Comment regarding TIF Redevelopment Grant Application #2015-02 for the Gallina Companies – Following the conclusion of the presentation, public comment will be accepted by the Committee regarding the application as submitted.

V. Closed Session

1. The Village Board may meet in Closed Session pursuant to 19.85(1)(e) of Wisconsin Statutes to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to discuss TIF Redevelopment Grant Application #2015-02 from the Gallina Companies.

2. Reconvene into open session.

3. Discussion and action regarding the TIF Redevelopment Grant Application #2015-02 from the Gallina Companies.

4. The Committee of the Whole will meet in Closed Session pursuant to 19.85(1)(c) of Wisconsin Statutes to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically regarding the employment of the Village Administrator/Clerk-Treasurer.



Village of Cross Plains

Monthly Staff Report

Employee Information	
Employee Name: <u> Matt Schuenke </u>	Date: <u> 5/7/2015 </u>
Department: <u> Administration </u>	
Report Number: <u> 04-2015 </u>	Month: <u> April </u>
Routine Responsibilities/Tasks	
April 1 – Staff Meeting	April 21 – Streetscape Workgroup Meeting
April 2 – Election Equipment Testing	April 24 – Administrator Annual Review (Preliminary Discussion)
April 3 – Absentee Voting Ends	April 27 – Village Board meeting
April 7 – Spring Local Election	
April 7 – Special Village Board Meeting	
April 13 – Municipal Board of Canvassers	
Special Projects	Extraordinary Circumstances
Committee Meeting System – Participated in discussion with Committee, Board. Preparing appointments.	Special Village Board Meeting regarding Employee Resignation.
Main Street Streetscape – Final streetscape plan accepted, finalizing pedestrian improvements, starting signs.	KEMK Property Acquisition and Claim Settlement
Compensation/Classification – Conducting annual Performance Evaluations for 2014, set merit pay in May.	
1400 Bourbon Road – Received final submittal, processed review for Plan/Committee, presentation with board.	
Buechner Property – Draft conceptual site plan prepared for Committee review in May.	
Upcoming Issues	Employee Acknowledgements/Accomplishments
Admin Assistant Recruitment – Completed interviews and hiring. New employee to begin in May.	
Highway 14 Project – Monitor detour route, adjust alternate routes and signage, follow progress.	
2014 Audit – Draft complete and under view, presentation planned for June board meeting.	
Licensing – Annual review/approval for licenses scheduled for consideration by the board in June.	
Recommended Items for Village Board Action	
1400 Bourbon Road Development Zoning Map Amendment, GDP, and TIF Application	Buechner Property Draft Conceptual Site Plan
US Bank Request for Personal Property Tax Reimbursement	Committee Appointments



Village of Cross Plains

Monthly Staff Report

Employee Information	
Employee Name: <u>Tom Malone</u>	Date: <u>May 7, 2015</u>
Department: <u>Administration</u>	
Report Number: <u>4-2015</u>	Month: <u>April</u>
Routine Responsibilities/Tasks	
Processed 2 payrolls for the month. Paid federal & state taxes.	
Coordinated w/s inquires and followed up with issues. Processed w/s payments and final read requests	Assisted in preparing packet materials for Board
Assisted residents in person or on the phone with various requests and questions	Attended monthly Chamber of Commerce meeting
Monthly reconciliation of previous month	
Processed monthly payments for retirement, deferred comp., life insurance, income continuation and dental	
Entered in monthly receipts to accounting software	
Special Projects	Extraordinary Circumstances
1 st quarter water/sewer billing – reviewed reads, mailed bills, input payments	Assist in filling duties of vacant admin assistant position
Finish recruitment for administrative assistant position	
Completed DNR Stewardship Grant Application for Recreation Trails Project at Zander Park	
Completed Recycling Grant Report	
Organized Village newsletter process, mailed out mid April	
Upcoming Issues	Employee Acknowledgements/Accomplishments
Review draft audit	
Enter auditor journal entries	
Provide information for Sewer Rate case study	
Continue to work with consultants and Mike Axon on Zander Park trail design.	
Recommended Items for Village Board Action	



Village of Cross Plains

Monthly Staff Report

Employee Information	
Employee Name: <u>Mike Axon</u>	Date: <u>April 30, 2014</u>
Department: <u>Parks and Recreation</u>	
Report Number: <u>4-2015</u>	Month: <u>April</u>
Routine Responsibilities/Tasks	
Set up and register participants in programs. (Ongoing)	Set up an umpire clinic for youth/adult with local baseball/softball groups.
Interview seasonal applicants. (Parks, Recreation, Pool)	Make up teams, call coaching prospects, order t-shirts, balls, etc.
Interview applicants for seasonal manager, assistant manager positions at the pool. (3 opening)	Drain Pool, start clean-up for 2015 season.
Send out the 2015 staff start-up letters and job acceptance letters.	Easter Egg Hunt
Send out "no hire" letters to encourage future applicants and thank them for applying.	Shelters Cleaned/Started up
Adult Softball Manager's Meeting	Inventory baseball/softball, gear, helmets
Special Projects	Extraordinary Circumstances
Scoreboard project, standards, install (Complete early May)	New tile for lane 6 at the swimming pool.
Worked with the Badger Chapter (IAPTA volunteer group) on a prescribed burn on Hickory Hill.	New caulk in expansion joint at swimming pool.
Worked with the local fire department with a prescribed burn on Hickory Hill.	
Ordered Toro Field Groomer for Baer Park.	
Meeting with Frank Durham to get a pickleball court in Cross Plains. (Baer Park old tennis court)	
Buechner property development project: meeting with developer, baseball group, Life Foundation.	
New signs at the swimming pool. (Pool and Slide Rules)	
Implementing an internship program with Madison College. We'll have two interns for the 2015 summer working as "Recreation Coordinators". Both candidates are Recreation Management Majors and live in the Village.	
Helped with the April Fools Fun Run (Sign up and t-shirts) They had 121 people register through our program.	
Worked with 4-H Wondermakers, 3 new blue bird houses (Raspberry Park, Glacial Valley Conservancy)	
Upcoming Issues	Employee Acknowledgements/Accomplishments
	Andrea Fullerton received her training certificate in Archery. We have 2 full programs (16) set up for this summer already.



Village of Cross Plains

Monthly Staff Report

Employee Information	
Employee Name: <u>Chief Thomas Janssen</u>	Date: <u>April, 2015</u>
Department: <u>Cross Plains Police Department</u>	
Report Number: <u>2015-4</u>	Month: <u>April</u>
Routine Responsibilities/Tasks	
	Several meetings regarding Hwy 14 construction.
	Worked with Public Facilities regarding placement of temporary stop signs on Valley at Julius. Also relocating sign for school zone by Park School.
	Worked with Larry Esser regarding licensing issues for the upcoming St Francis Church picnic
See attached for routine monthly activities	Met with Pat Andreoni reference upcoming Memorial Day parade and potential issues.
Extraordinary Circumstances	
Lt. Davis continues to work on several projects regarding CAD system, School district and Tri Tech.	Received numerous complaints from business owners, citizens and passerby's about traffic on Park St. not stopping for stop signs. Extra traffic due to construction. Extra patrol on Park St.- numerous citations and warnings written within several weeks.
Received several complaints of fraudulent filing of tax returns.	
	Received several complaints about out officers issuing at least 100 citations for vehicles driving on Hwy 14 in the closed section (even one from a Town of Berry resident). We have only issued one citation on Main St and that citation was recinded!
Upcoming Issues	Employee Acknowledgements/Accomplishments
Met with CP Lions club about an upcoming fundraiser set for August 23. They are planning on having a Motorcycle show at Legion park.	
Drug take back event being held on May 16 th from 10am to 2pm. Officer Kroetz conducting this.	
Recommended Items for Village Board Action	



Incident Analysis Report

Summary By Incident Type

Cross Plains
 Police Department
 Official Case Report
Do Not Re-Release

Print Date/Time: 05/06/2015 11:49
Login ID: cplmd
Incident Type: All
Call Source: All

From Date: 04/01/2015 00:00
To Date: 04/30/2015 23:59

Village of Cross Plains Police Department
ORI Number: WI0131300

Officer ID: All
Location: All

Incident Type	Number of Incidents
911 Abandoned Call	2
911 Disconnect	2
Accident Property Damage	5
Animal - Found	1
Animal Complaint-Bite	1
Animal Complaint-Stray	1
Assist Citizen-Vehicle Lockout	7
Assist Citizen	5
Assist Dane County Sheriff	4
Assist Fire/Police	11
Assist Follow Up	1
Assist K9	1
Check Person	3
Check Property	18
Check Property/Vacation Check	27
Damage to Property	1
Domestic Disturbance	1
Drug Investigation	1
EMS Assist	11
Escort Conveyance	1
Found Property	2
Fraud	2
Information	17
Misdialed 911 Call	1
Missing Juvenile	1
Odor/Smoke Complaint	2
On St Parking Complaint	2
Phone	3
Safety Hazard	10
Silent 911 Call	1
Special Event	1
Theft	1
Threats Complaint	1
Traffic Arrest	35
Traffic Complaint/ Investigation	1
Traffic Incident	2
Traffic Stop	43
Traffic/Citizen Complaint	7



Incident Analysis Report

Summary By Incident Type

Cross Plains
Police Department
Official Case Report
Do Not Re-Release

Print Date/Time: 05/06/2015 11:49
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Incident Type: All
Call Source: All

From Date: 04/01/2015 00:00
To Date: 04/30/2015 23:59

Village of Cross Plains Police Department
ORI Number: WI0131300

Officer ID: All
Location: All

Incident Type	Number of Incidents
Unwanted Person	1
Violation of Court Order	1
Total:	238



Village of Cross Plains

Monthly Staff Report

Employee Information	
Employee Name: <u>Jerry Gray</u>	Date: <u>May5, 2015</u>
Department: <u>Public Facilities</u>	
Report Number: <u>2015-4</u>	Month: <u>April</u>
Routine Responsibilities/Tasks	
Snow and Ice control	Spring activities – opening parks, street sweeping, brush pickup, yard waste disposal
Building and equipment maintenance.	
Winter maintenance carried over from past summer and prep for next summer	
Work with utility customers on consumption complaints.	
Special Projects	Extraordinary Circumstances
Working with Village Staff and Consultants on: Zander Redevelopment	The variations in flow of wastewater to the plant due to construction work is causing problems with treatment – primarily with Phosphorus removal.
HWY 14 – Ongoing – Begin finalizing plans to accommodate construction start in April.	Staff is attempting to deal with this issue but there could be discharge violations occurring throughout the summer.
Lagoon St/Mill Creek Parkway – On hold till spring	
HWY 14 – Construction – Working with primary and sub - contractors, MGE Gas and Electric. DOT and DNR	
Baer Park shelter improvements	
Upcoming Issues	Employee Acknowledgements/Accomplishments
All aspects of HWY 14 reconstruction – Questions, complaints and concerns.	
Recommended Items for Village Board Action	

Committee of the Whole

Meeting Minutes

Village of Cross Plains

2417 Brewery Road, PO Box 97

Cross Plains, WI 53528

(608) 798-3241

Monday, April 13 , 2015

7:00 pm

I. Call to Order, Roll Call, and Pledge of Allegiance

President Andreoni called the regular Committee of the Whole meeting to order at 7:00 pm.

Present: Trustees William Brosius, Doug Brunner, Judy Ketelboeter, Jay Lengfeld, Steve Schunk, Lee Sorensen, and President Pat Andreoni.

II. Public Comment – None.

III. Consent Agenda – A motion was made by Trustee Sorensen, seconded by Trustee Brosius, and unanimously carried by the Committee of the Whole to approve the Consent Agenda as follows:

1. Approval of the regular meeting minutes of March 9, 2015.

2. Referral to the Village Board for approval of Resolution #05-2015 to seek grant funds from the Knowles-Nelson Stewardship program to assist in recreational trail development.

3. Referral to the Village Board for approval of a facility agreement with the Cross Plains Stingrays for the use of the swimming pool.

IV. Reports

1. Village Officers

a. Village President

- Thanked outgoing Trustee Brunner for his service, and welcomed Trustee elect Cliff Zander.

b. Village Trustees

- Outgoing Trustee Farwells – Trustee Brunner provided a prepared memorandum to the Committee recalling his time spent on the Village Board. He thanked fellow board members, residents, and the public for working together over the years.
- The Committee of the Whole collectively thanked Trustee Brunner for his service to the Community.

2. Village Departments – Presentations of the Department Monthly Report were provided during the budget discussion.

V. Committee Discussion

1. Discussion regarding proposal for professional services from Montgomery Associates: Resource Solutions, LLC to provide consulting support for floodplain management – Following discussion, a motion was made by Trustee Ketelboeter, seconded by Trustee Brunner, and unanimously carried by the Committee of the Whole to recommend approval to the Village Board regarding a proposal for professional services from Montgomery Associates: Resource Solutions, LLC to provide consulting support for floodplain management.

2. Discussion regarding a proposed resolution opposing legislation that abolishes the personal property tax – Following discussion, a motion was made by Trustee Brunner, seconded by Trustee Brosius, and unanimously carried by the Committee of the Whole to recommend approval to the Village Board regarding a proposed resolution opposing legislation that abolishes the personal property tax.

3. Discussion regarding a resolution to set the speed limit for Mill Creek Parkway:

- Following discussion, a motion was made by Trustee Sorensen, seconded by Trustee Ketelboeter, for the Committee of the Whole to recommend a speed study be conducted of Mill Creek Parkway under normal conditions before the speed limit is set. Motion and second withdrawn following discussion.
- Following discussion, a motion was made by Trustee Schunk, seconded by Trustee Brosius, for the Committee of the Whole to recommend to the Village Board approval of a resolution to set the speed limit at 15 mph for Mill Creek Parkway. A roll call vote was requested. Yes – Brosius and Schunk. No – Andreoni, Brunner, Ketelboeter, Lengfeld, and Sorensen. Motion failed 2 – 5.
- Following discussion, the Committee of the Whole referred discussion of this item to the Village Board meeting on April 27, 2015 pending more information.

4. Discussion regarding a resolution to place a temporary stop sign on the northwest corner of Valley and Julius Streets – Following discussion, a motion was made by Trustee Ketelboeter, seconded by Trustee Brunner, and unanimously carried by the Committee of the Whole to recommend approval to the Village Board regarding a resolution to place a temporary stop signs at the intersection of Valley and Julius Streets.

5. Discussion regarding plan to develop Committee Meeting System – Following discussion, a motion was made by Trustee Lengfeld, seconded by Trustee Sorensen, for the Committee of the Whole to recommend consideration to the Village Board regarding a plan to establish a Public Safety Committee and Parks/Recreation Committee which would then remove the Committee of the Whole to be implemented on a trial basis until April 18, 2016. A roll call vote was requested. Yes – Andreoni, Brosius, Lengfeld, and Sorensen. No – Brunner, Ketelboeter, and Schunk. Motion carried 4 – 3.

VI. Adjournment

A motion was made by Trustee Ketelboeter, seconded by Trustee Brunner, and unanimously carried by the Committee of the Whole to adjourn at 8:56 pm.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin boards in accordance with Open Meetings Law.

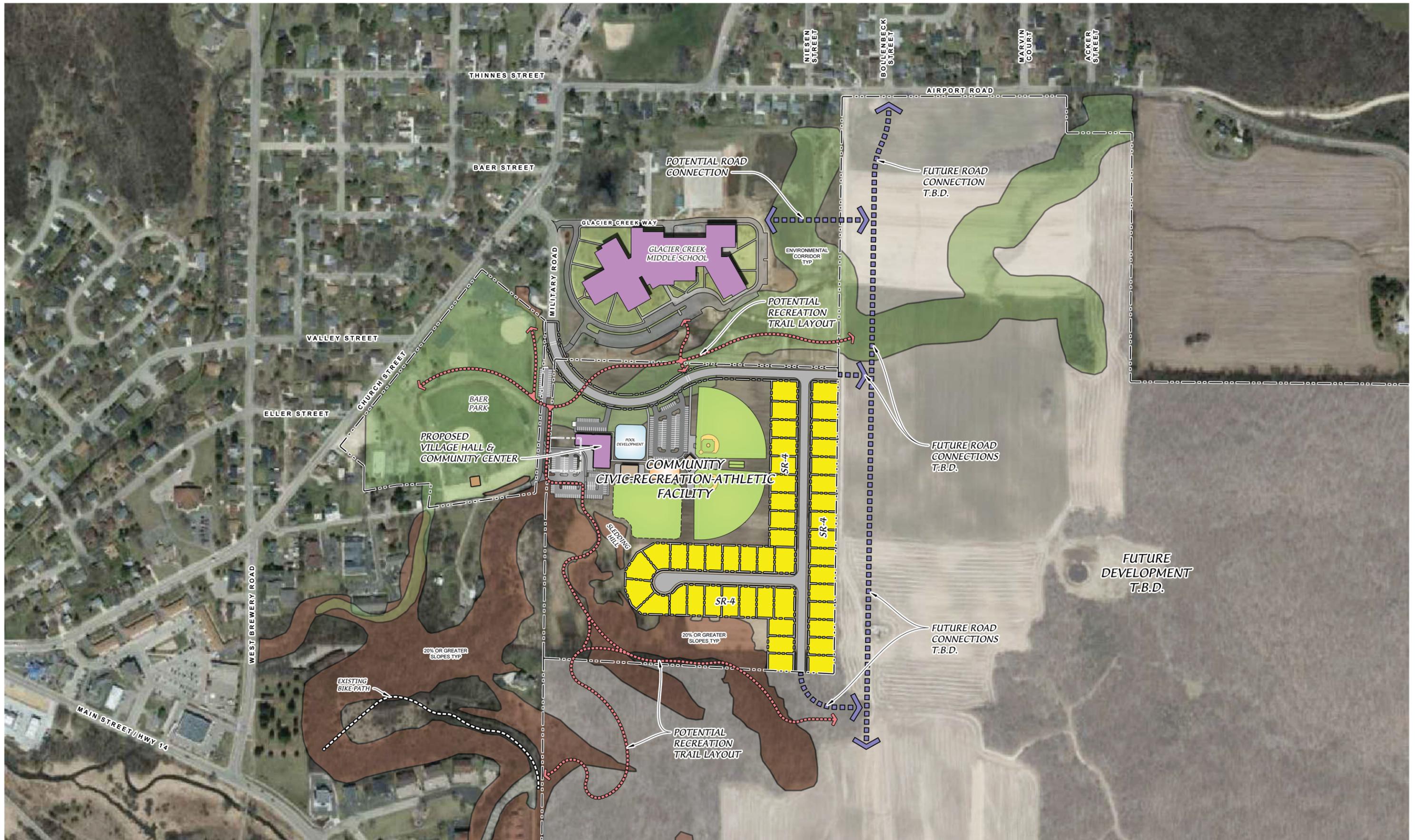
Respectfully submitted,

Matthew G. Schuenke
Village Administrator/Clerk-Treasurer



VILLAGE HALL & COMMUNITY FACILITY
DRAFT CONCEPTUAL SITE PLAN
 VILLAGE OF CROSS PLAINS, WISCONSIN
 MAY 7, 2015





VILLAGE HALL & COMMUNITY FACILITY

DRAFT CONCEPTUAL CONTEXT PLAN

VILLAGE OF CROSS PLAINS, WISCONSIN
MAY 7, 2015





Gallina Corporation
101 East Main St., Suite 500
Mount Horeb, Wisconsin 53572

1400 BOURBON RD APARTMENTS

1400 Bourbon Rd
Cross Plains, WI



TIF ASSISTANCE SUBMITTAL

4-24-15

Development & Construction Since 1980
608 437-8300 phone 608 437-8302 fax gallinacos.com

**VILLAGE OF CROSS PLAINS
 TAX INCREMENTAL FINANCING
 PUBLIC ASSISTANCE WITH A
 REDEVELOPMENT PROJECT
 APPLICATION**



Application ID: _____ (Year) - _____ (#) to be completed by Village Administrator/Clerk-Treasurer upon submittal

Please complete and submit the following information to the Village Administrator/Clerk-Treasurer for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) assistance. The application is comprised of five sections: (A) Applicant Information, (B) Property Information, (C) Project/Business Information, (D) TIF Request, (E) Budget/Financing Strategy, and (F) Buyer Certification and Acknowledgement. Where there is not enough room for responses provided, please use an attachment. Where questions do not apply, mark NA (not applicable). Applicants are encouraged and may be required to submit additional information such as site plans, environmental studies, market studies, business plans, business or personal financial statements to be included for review and consideration.

A. APPLICANT INFORMATION

Project Name: 1400 Bourbon Road Apartments (Formal Project name TBD)

Applicant: Gallina Corporation - (Owner Entity TBD)

Mailing Address: 101 E. Main. St., Suite 500 - Mt. Horeb, WI 53572

Primary Contact: Craig Enzenroth - President Telephone: 608-437-8301

Email: cenzenroth@gallinacos.com Fax: 608-437-8302

Legal Entity: Individual(s) Joint Tenants Tenants in Common
 Corporation LLC Partnership Other: _____

If not a Wisconsin corporation/partnership/LLC, state where organized: _____

Will new entity be created for ownership? No Yes

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee or elected official of the Village of Cross Plains?

No Yes, If yes, give the name and relationship of the employee: _____

Provide the names of consultants (e.g. attorneys, engineers, planners, architects, etc.) authorized to act on behalf of the applicant.

Name	Address	Title	Phone #
<u>.see attached Exhibit I - Development Team</u>			

B. PROPERTY INFORMATION

Parcel(s) Address: 1400 Bourbon Rd

Parcel(s) Tax Number: 113/0707-033-0474-1

As the Applicant, are you the current owner of this parcel(s)? No Yes

If no, current owner is: Greenback Enterprises, LLC

If no, do you have an agreed upon option to purchase the property? No Yes (provide documentation and note the expiration date here: August 1, 2015 (see attached Exhibit VII))

Total Lot Size: 112,065 square feet

Parcel Contains Existing Buildings? No Yes

If yes, indicate Total Building Size see Exhibit II sq.ft. note all existing buildings to be removed

Most recent total equalized assessed valuation (EAV)

\$ 149,500 Land \$ 123,200 Improvements \$ 272,700 Total

Existing Uses: Vacant house - out buildings foundations

Existing Zoning: MR - 16

Existing Uses, Adjacent Parcels: Commercial N Hillside Preserv. S Residential E Residential W

(see attached Exhibit III)
Existing Zoning, Adjacent Parcels: PD N Conserv., BP S MR-8, DR-6 E MR-8 W

Will a zoning change be requested? No Yes

If yes, indicate new zoning PD - GDP/SIP

Identify other approvals, permits, or licenses your project may need.

Building Permits, Storm water Mgt.

Existing Mortgage Holder: none

Contact Person & Phone Number: N/A

Does the property have any existing tax delinquencies, zoning or building violations? No Yes
If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

The proposed project is: An Improvement to Existing Business A New Business(s)
 Business Relocation Residential Development Other

Project Description. Include any plans or illustrations prepared for the project, if available. At a minimum, a concept plan shall be submitted with the application.

The proposed project is a three story, apartment building located at 1400 Bourbon Rd. The project will contain (13) one-bedroom and (40) two-bedroom units for a total of 53 units. There will be 59 underground parking stalls as well as surface parking on the site. The project will offer common area amenities to include a patio grill area with gas fire pit and fitness facility and small child play area. The east ends of the building will be two story in height to transition to the neighboring four-plex units. The building will be wood framed over pre-cast concrete. The exterior will be masonry brick veneer and siding. Concept Plans and Elevations are attached.

Will the project incorporate any "sustainability" or "green design" concepts? Describe.

Bio-retention ponds will be utilized to protect near by Black Earth Creek, without adding to the existing storm sewer system. The lighting, appliances and mechanical systems throughout the project will be energy saving systems / devices.

Current annual revenue: \$ N/A

Estimated annual revenue: \$ 602,245 Stabilized

Current annual expenses: \$ N/A

Estimated annual expenses: \$ 537,099 Stabilized

Including Debt Service

Business Plan and/or Marketing Plan attached?

No

Yes Attached as Exhibit IV

Balance Sheets and Profit and Loss Statements for the past two years attached? No Yes

Describe the project schedule.

Final Plan/Specification Preparation Date: 6/30/15

Preliminary Construction Start Date: 8/1/15

Preliminary Construction Completion Date: 6/1/16

Date Occupied or Opened: 5/1/16

Number of principal buildings and estimated square footage: 1 bldg., 65,500 S.F. Gross Finished Area

Estimated equalized assessed valuation after project completion (EAV)

\$ 500,000 Land \$ 4,113,441 Improvements \$ 4,613,441 Total

Estimate the incremental property taxes to be generated by the project (attach any independent appraisals).

Pre-improvements: \$ 272,000 EAV x .02153 Mill Rate = \$ 5,796 Total (A)

Post-improvements: \$ 4,613,441 EAV x .02153 Mill Rate = \$ 99,327 Total (B) 2017 Stabilized

Additional increment (B-A) = \$ 93,531 see attached Exhibit V

Will the proposed project result in the relocation of economic activity/businesses from another location within the Village? No Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the neighborhood where such activity is currently located.

Will the proposed project result in the relocation of economic activity from an adjacent community? No Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the community where such activity is currently located.

Identify any proposed tenants of the project. Have leases been negotiated or signed? No Yes

There is demand in the area as apartment rentals are experiencing approx. 100% occupancy. Having owned and operated Cedar Glen Apartments in the community since 1989 we see the demand.

We estimate stabilization to occur in the first quarter 2017. (See Exhibit VIII)
MSA Professional Services, Inc.

Who will own and operate the developed property? A yet to be formed Corp., with Gallina Mgt. being the manager

Do similar businesses/uses already exist in Cross Plains?

No Yes, If yes, indicate Cedar Glen, Terrace at Cedar Glen, West Gateway are comparables

Describe any differences in your proposed business/uses to existing businesses/uses

Modern up to date finishes, energy efficient units

Current and Created Jobs by Annual Wage Range (Full Time \geq 30 hrs/week).

\$0-\$19,000

n/a Full Time (current) n/a Part Time (current) 0 FT (created) 1 PT (created)

\$20,000-\$39,000

n/a Full Time (current) n/a Part Time (current) 1 FT (created) 0 PT (created)

\$40,000-\$59,000

 Full Time (current) Part Time (current) FT (created) PT (created)

\$60,000+

 Full Time (current) Part Time (current) FT (created) PT (created)

Average per hour wage rate of all employees (not including benefits) \$ 15.00 - 16.00

Approximately what percentage of employees do you expect will be hired from the Cross Plains area (i.e. 53528 zip code) 100%.

Will the proposed business offer its employees a benefit package including health care and retirement benefits? No Yes

Discuss neighborhood impact/support for the project. Has the applicant discussed the project with neighboring property owners? No Yes

The applicant is willing to hold a neighborhood meeting to review the project with neighbors. The current neighbors are four-plexes to the east, Pine Meadows Apartments to the west, Conservancy to the south and commercial to the north.

Discuss any history of community involvement by the applicant or business within the Village.

Gallina Companies developed Cedar Glen Apartments and have owned and managed this 59 unit development since it's completion in 1989.

Has any portion of the project already been started or completed? No Yes

If yes, describe the portions of the project completed, the work remaining, and why public financing is necessary to complete the project.

Schematic design of the building and site, along with estimating, projections, market analysis and pro forma studies have been completed in order to determine the economic feasibility of the project.

Public financing is needed in order to make the project economically viable.

D. TIF REQUEST

State the total amount of TIF assistance being requested: \$ \$1,304,600

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.

1400 Bourbon Road Apartments project will eliminate the existing blight of this under utilized property along one of Cross Plains the most prominent corridors. The improved property will add to the tax base and enhance the property values of the surrounding properties. This residential development will complement Village efforts to improve the adjacent area along the with a high quality building and associated landscaping.

The development is keeping with zoning strategies of the Village, and has been identified as Residential Development Site, as evidenced by it;s MR-16 rezoning classification . Obtainable rents for apartments in Cross Plains are not sufficiently high enough to overcome the high improvement costs to provide quality housing alternatives. Considering the overall cost of construction, along with the cost of demolition, underground parking to preserve green space, land costs and storm water management to preserve and protect nearby Black Earth Creek are also contributing factors. See attached Exhibit IX.

Check which box(s) best describe the use of TIF funds:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Land Acquisition/Survey | <input checked="" type="checkbox"/> Environmental Audits | <input type="checkbox"/> Site Grading |
| <input checked="" type="checkbox"/> Demolition/Remediation | <input checked="" type="checkbox"/> New Construction | <input type="checkbox"/> Rehabilitation/Expansion |
| <input type="checkbox"/> Utility Improvements | <input checked="" type="checkbox"/> Parking/Access | <input checked="" type="checkbox"/> Landscaping |
| <input checked="" type="checkbox"/> Recreation/Conservation | <input type="checkbox"/> Professional ServicesX | <input type="checkbox"/> Financing Costs |
| <input type="checkbox"/> Other _____ | | |

E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount	Source(s) of Financing
Property Acquisition	\$ 525,000	TIF
Environmental testing/remediation	\$ 11,550	TIF
Demolition	\$ 36,750	TIF
Construction of new building(s)	\$ 5,218,923	TIF / LOAN / EQUITY
Site Improvements	327,900	LOAN
Renovation of existing structures	\$	
Cost of installation of machinery/equipment	\$	
Architectural/Engineering fees	\$ 154,547	EQUITY
Legal & other professional fees	\$ 46,410	EQUITY
Permit fees	\$ 47,500	LOAN / EQUITY
Financing fees	\$ 102,375	LOAN / EQUITY
Other (please specify)	\$	
Marketing, Management Start-up, Builders Risk, Signage	\$ 52,044	LOAN / EQUITY
Total Project Costs	\$ 6,523,000	

Budget source: Developer Architect Contractor Other _____

Sources of Financing	Amount	Percent of Total Costs
TIF	\$ 1,304,600	20.00 %
Equity	\$ 978,500	15.00 %
Loans	\$ 4,239,900	65.00 %
Grants	\$	%
Other (please specify)	\$	%
	\$	%
		%
Total Project Costs	\$6,523,000	100.0 %

See Preliminary Development Budget attached as Exhibit VI
 Lender for Project: _____

To be determined _____ Officer _____ Phone _____

Preapproved: No Yes, attach a Letter of Commitment from the Lender indicating that the applicant has sufficient financial resources to obtain the private financing for the project. See attached Exhibit X - from Oregon Community Bank

Grant Sources: _____

Application Status: _____

Estimated Likelihood of Award: _____ % Date of Grant Announcement: _____

F. BUYER CERTIFICATION AND ACKNOWLEDGEMENT

I acknowledge being informed that the Village of Cross Plains (Village) will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Incremental Financing (TIF), the amount of TIF requested, state/federal programs used, if any, and the development impact of the TIF requested (jobs created, tax base impact and total project investment). I have been assured by the Village, and I understand, that other financial information provided by me in connection with this application or with assistance from the Village, if any is given (including, but not necessarily limited to business and personal financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans) will, to the extent permissible by law, and except for use in collection proceedings, if any, be treated as confidential. This will confirm that I have relied upon such assurance by the Village in providing financial information to the Village, and that, but for such assurances, such information would not be provided.

I certify that the information contained in this application is, to the best of my knowledge, true and correct. I authorize the Village or its agents to verify the information provided in this application and to obtain additional information concerning the applicant(s) financial condition (although the Village may rely on this information without any further verification). I authorize the Village to furnish such information and any other credit experience with the applicant(s) to others and to answer any questions about the applicant(s) credit experience and other financial relationships with the Village. I agree to notify the Village, in writing, of any changes that materially affect the accuracy of this statement.

I certify, by signing and submitting this application, that additional costs, above the amount of the application fee, incurred by the Village for outside professional review or expertise of this application will be the responsibility of the applicant.

Applicant Craig Enzenroth Title President
Signature  Date 4/24/15

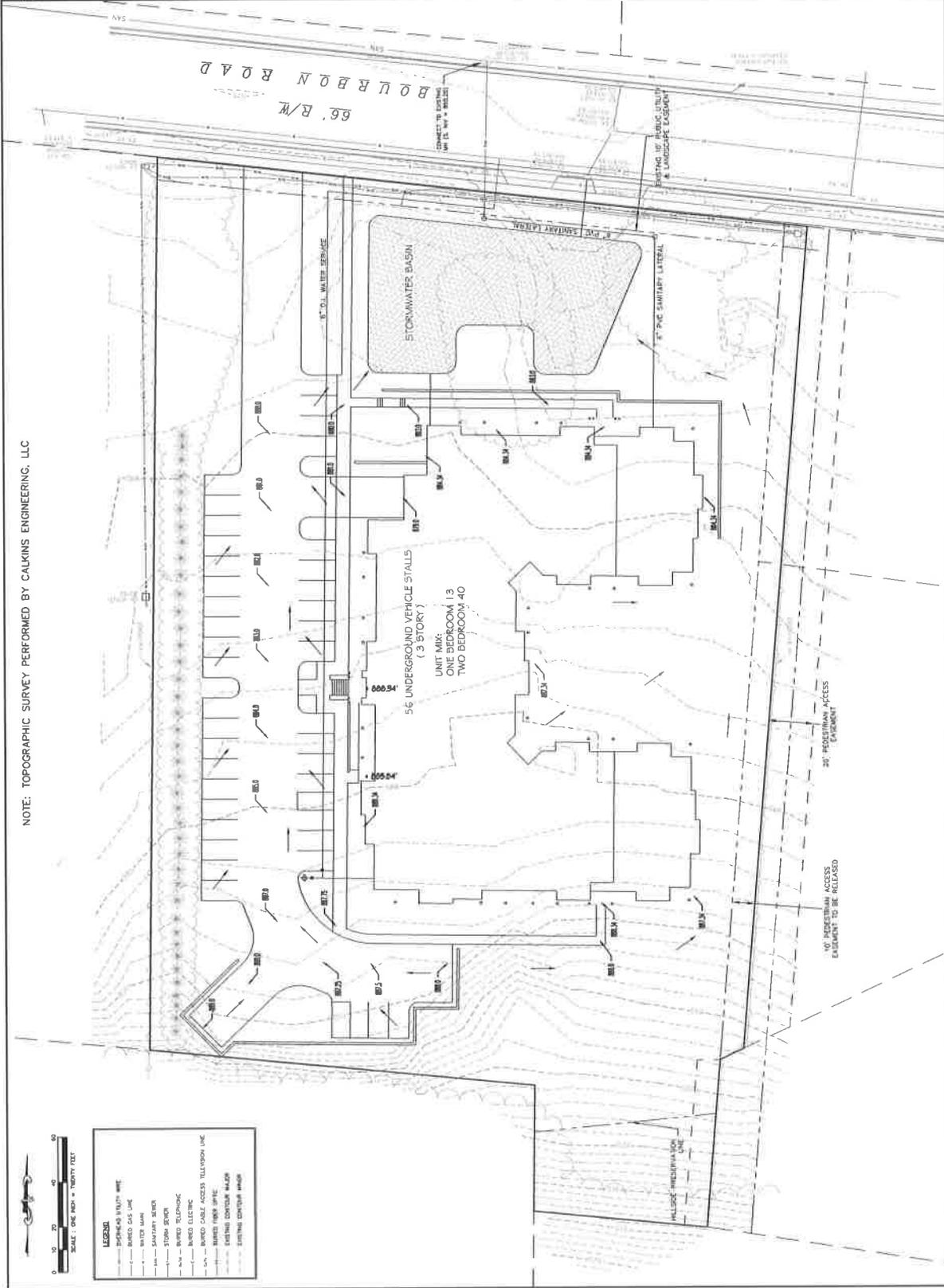
Return To:

Village of Cross Plains
Attn: Village Administrator/Clerk-Treasurer
2417 Brewery Road
Cross Plains, WI 53528

NOTE: TOPOGRAPHIC SURVEY PERFORMED BY CALKINS ENGINEERING, LLC



LEGEND	
---	SPRINKLER MULTI WIRE
---	BURIED GAS LINE
---	WATER MAIN
---	SEWER
---	STORM SEWER
---	BURIED TELEPHONE
---	BURIED ELECTRIC
---	BURIED CABLE ACCESS TELEVISION LINE
---	BURIED HIGH VOLT
---	EXTERNAL CONTROL VALVE
---	EXTERNAL CONTROL VALVE

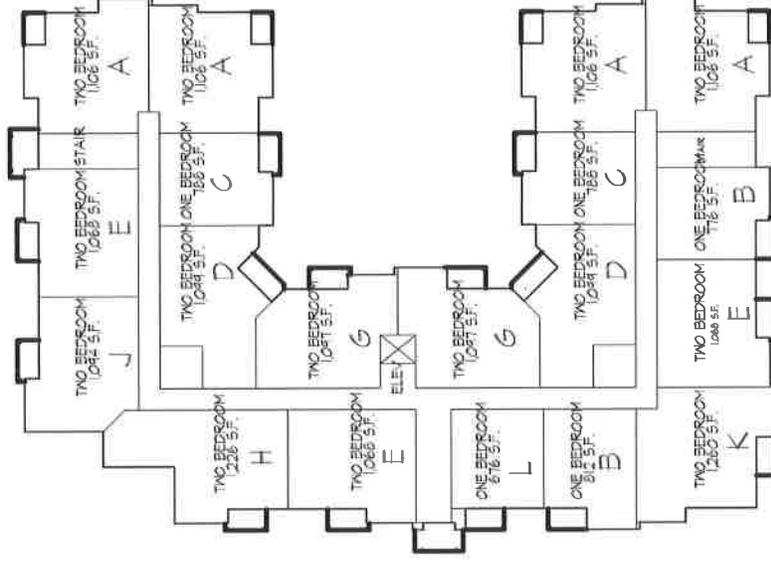


Burse
 1400 Bourbon Road
 Cross Plains, Wisconsin, 53528
 101 East Main Street, B3972
 Mount Horeb, Wisconsin, 53572

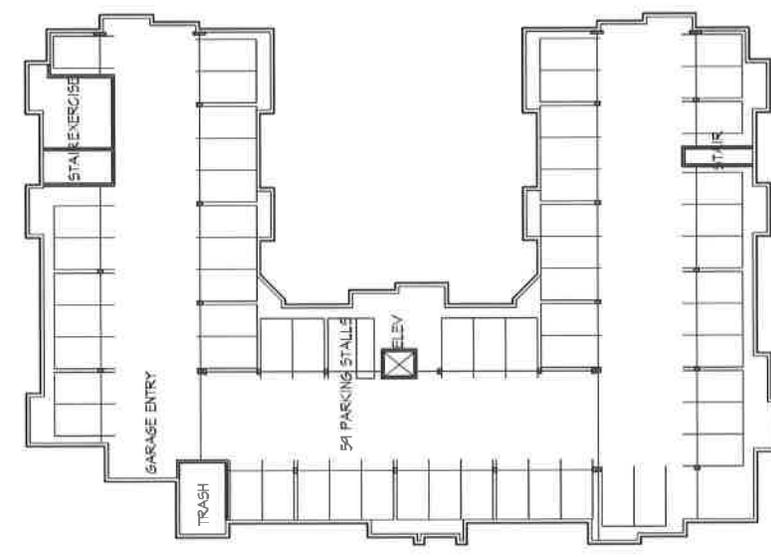
Burse
 GENERAL GRADING
 DRAINAGE AND
 UTILITY PLAN

C-300
 DRAWING NUMBER

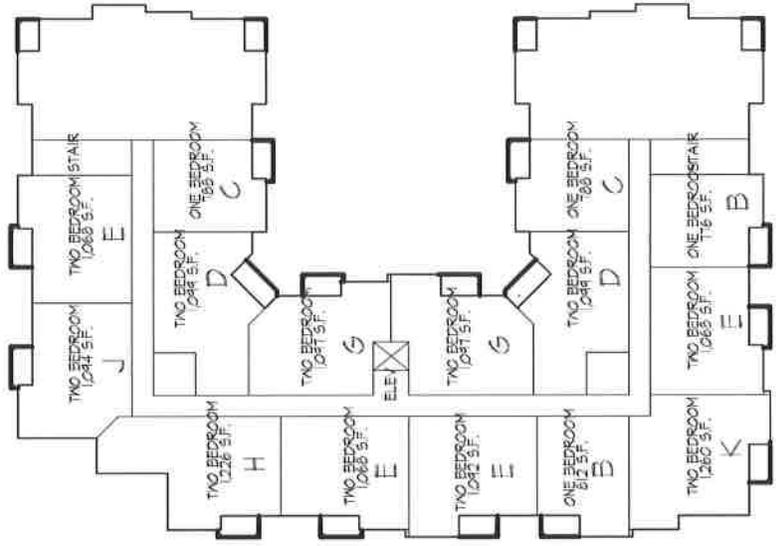
PROJECT # 101100-15
 DATE 08/11/15
 DRAWN BY [REDACTED]
 CHECKED BY [REDACTED]
 SCALE 1/8" = 1' - 0"



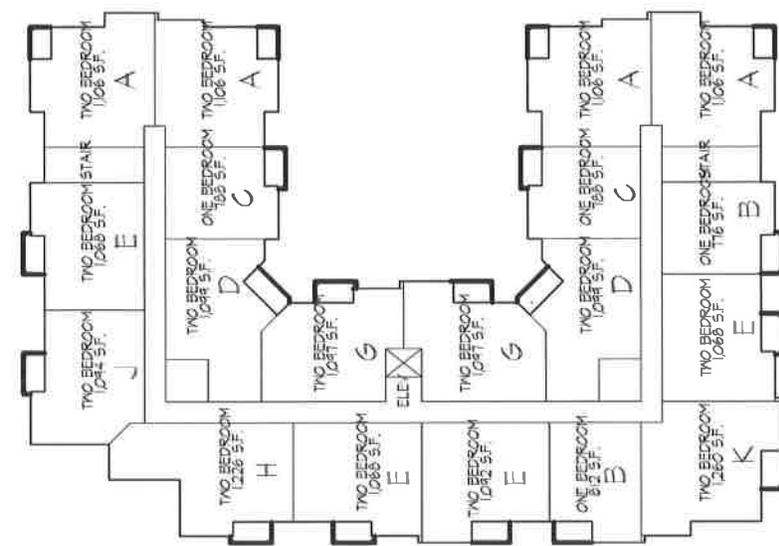
2 FIRST FLOOR PLAN
 1/8" = 1'-0"



1 BASEMENT FLOOR PLAN
 1/8" = 1'-0"



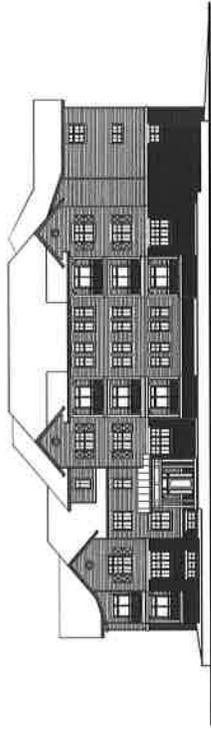
2 THIRD FLOOR PLAN
 A-1.1



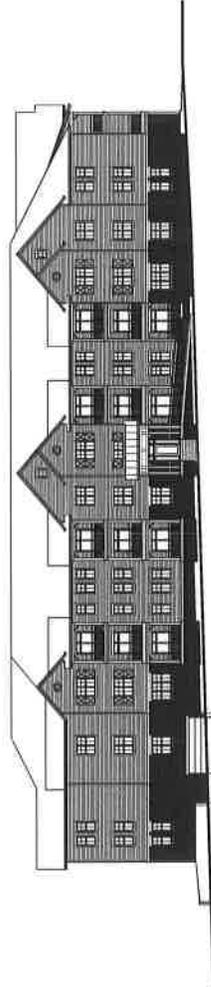
1 SECOND FLOOR PLAN
 A-1.1



1 EAST ELEVATION
 A-2.1 1/8"=1'-0"



1 NORTH ELEVATION
 A-2.1 1/8"=1'-0"



1 WEST ELEVATION
 A-2.1 1/8"=1'-0"



1400 Bourbon Road - North Elevation
Cross Plains, WI
April 1, 2015



Exhibit I

1400 Bourbon Road Apartments

**1400 Bourbon Rd
Cross Plains, WI**

DEVELOPMENT TEAM

Owner:

To be Determined Corporation
101 E. Main St., Ste. 500
Mt. Horeb, WI 53572
Contact: Joseph R. Gallina
jgallina@gallinacos.com
608-437-8300

Stockholders:

Mark Nortman
Ray Nortman
Joseph R. Gallina

Developer:

Gallina Corporation
101 E. Main St., Ste. 500
Mt. Horeb, WI 53572
Contact: Craig Enzenroth
cenzenroth@gallinacos.com
608-437-8301

General Contractor:

Gallina Corporation
101 E. Main St., Ste. 500
Mt. Horeb, WI 53572
Contact: Craig Enzenroth
cenzenroth@gallinacos.com

Architect:

Knothe & Bruce Architects, LLC
7601 University Ave., Ste. 201
Middleton, WI 53562
Contact: Randy Bruce
rbruce@knothebruce.com
608-836-3690

Site/Civil:

Burse Surveying & Engineering, Inc.
2801 International La., Ste. 101
Madison, WI 53704
Contact: Michelle Burse or Peter Fortlage
mburse@bse-inc.net or pfortlage@bse-inc.net
608-250-9263

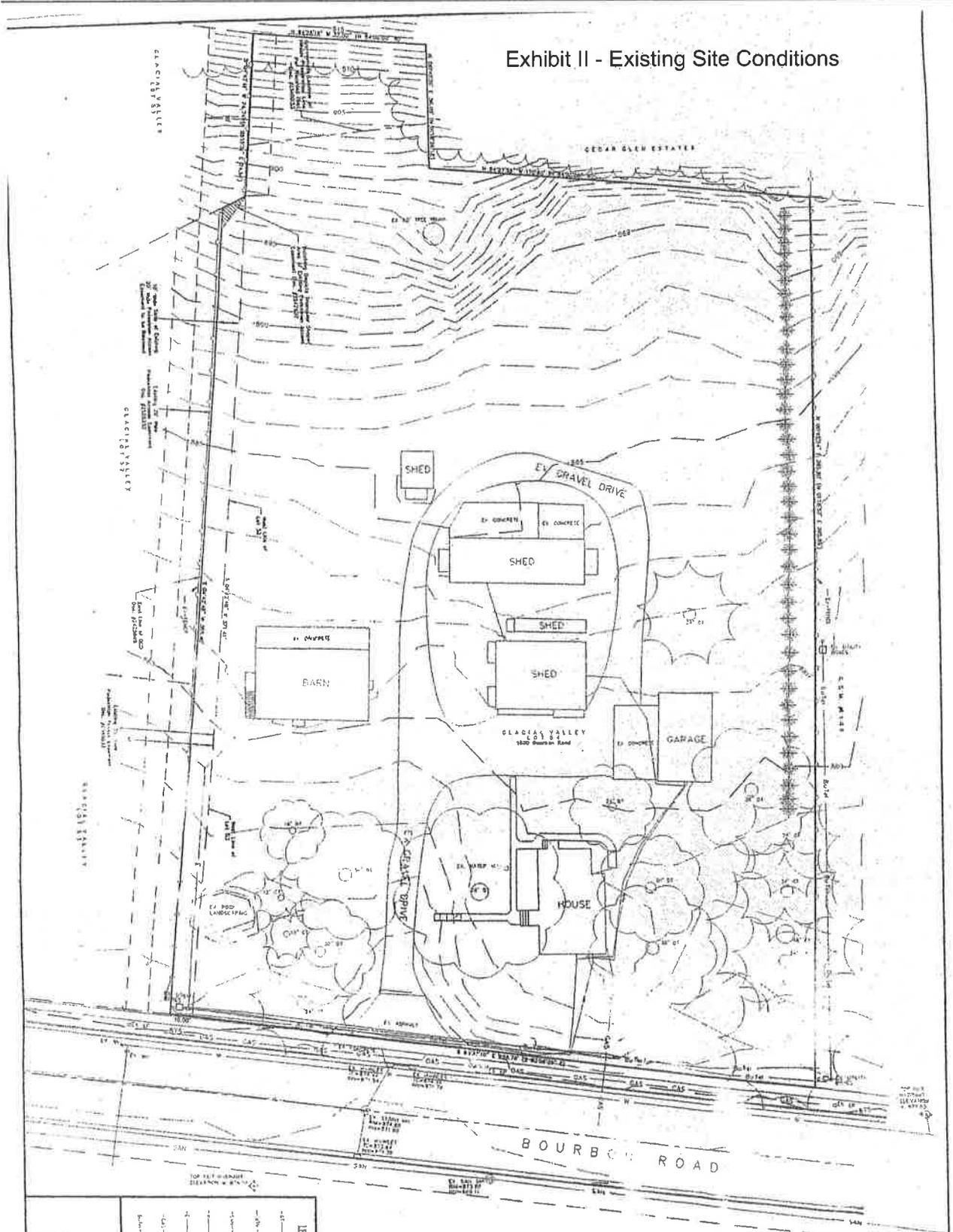
Landscape:

Bruce Company
2830 Parmenter St
Middleton, WI 53562
Contact: Steve Short
sshort@brucecompany.com
608-410-2228

Legal:

Axley Brynelson, LLP
2 East Mifflin Street, Suite 200
Madison, WI 53701-1767
Contact: Larry Libman
llibman@axley.com
608-283-6727

Exhibit II - Existing Site Conditions



All Existing Buildings and Foundations to be removed.

LEGEND	
	EXISTING STONE MASONRY
	EXISTING MASONRY
	EXISTING CONCRETE
	EXISTING FOUNDATION
	EXISTING WATER
	EXISTING ELECTRICAL
	EXISTING GAS
	EXISTING SEWER
	EXISTING STORM SEWER
	EXISTING CABLE
	EXISTING SURVEY MARKER
	EXISTING WATER
	EXISTING ELECTRICAL
	EXISTING GAS
	EXISTING SEWER
	EXISTING STORM SEWER
	EXISTING CABLE
	EXISTING SURVEY MARKER

SCALE:
 1" = 17' - 0"
 2 1/4" = 36' - 0"
 1" = 20'

Calkins Engineering, LLC
 Civil Engineers & Land Surveyors

GLACIAL VILLAGE
 SITE SURVEY

DATE: 08-21-06
 Calkins Engineering, LLC
 2010 Maple Street
 Madison, WI 53718
 (608) 836-0444

EXHIBIT IV

(Projections for Preliminary Discussions Only)

1400 BOURBON ROAD APARTMENTS
TIF FUNDING

DEVELOPMENT ANALYSIS
53 APARTMENTS UNITS

DATE: 4/23/2015
LOCATION: 1400 BOURBON ROAD
CROSS PLAINS, WI

	MONTHLY	ANNUAL	MONTHLY
	PER UNIT	PER UNIT	PER UNIT
	AVG.	AVG.	AVG.
INCOME - RENTAL			
Rent Potential - Apartments	50,475	605,700	952
TOTAL RENTAL INCOME	50,475	605,700	952
INCOME - OTHER			
Easement and Clubhouse Dues	0	0	0
Laundry	0	0	0
Corporate Rental Income	0	0	0
Short Term Lease Fee	0	0	0
Vendor Commission	186	2,226	4
Water & Sewer Income	1,488	17,856	28
Misc. / Other	0	0	0
Pet Charges	530	6,360	10
Parking Income - Other	0	0	0
Parking Income - 3 UG stalls	150	1,800	3
TOTAL INCOME OTHER	2,354	26,242	44
TOTAL INCOME	52,829	633,942	

ANNUAL GROSS INCOME	633,942
VACANCY TOTAL	-31,697
ADJUSTED INCOME	602,245
TOTAL UNITS	53.00

3.00 % RENTAL INCOME INCREASE

2.50 % OPERATING EXPENSE INCREASE
RENTS EFFEC. 5/1/16

GROSS INCOME
EFFECTIVE VACANCY %
ADJUSTED INCOME

OPER EXPENSE % (Adjusted Income)
OPERATING EXPENSE - APARTMENTS
REPLACEMENT RESERVES

OPER EXPENSE PER UNIT - APARTMENTS
REPLACEMENT RESERVES PER UNIT

NET OPERATING INCOME
DEBT SERVICE
CASH FLOW

DEBT SERVICE RATIO

Unit Type	Unit S.F.	No. of Units	Rent/Unit	Rent / S.F. x Monthly Rent
A - 2Bd / 2 bath	1106	8	\$1,025.00	0.93
B - 1Bd / 1 bath	776	6	\$800.00	1.03
C - 1Bd / 1 bath	786	6	\$800.00	1.02
D - 2Bd / 2 bath	1099	6	\$975.00	0.89
E - 2Bd / 2 bath	1068	11	\$975.00	0.91
L - 1Bd / 1 bath	676	1	\$800.00	1.18
G - 2Bd / 2 bath	1097	6	\$1,000.00	0.91
H - 2Bd / 2 bath	1226	3	\$1,025.00	0.84
J - 2Bd / 2 bath	1094	3	\$1,025.00	0.84
K - 2Bd / 2 bath	1260	3	\$1,050.00	0.83

APARTMENT RENT POTENTIAL - Effective 5/1/16

Totals	54,572	53	\$0.00	\$50,475.00
Averages	1030		\$952	0.92

DEBT SVC: 4.50%
LOAN RATE: \$4,239,900
MORTGAGE: 30
TERM: FIXED RATE

TEN YEAR PROJECTION

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
	YR 1 - START UJ	YR 2 - STABILIZE	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10
OPERATING EXPENSE INCREASE	\$633,942	\$652,960	\$672,549	\$692,726	\$713,507	\$734,913	\$756,960	\$779,669	\$803,035	\$827,126
RENTS EFFEC. 5/1/16	(\$31,697)	(\$32,648)	(\$33,627)	(\$34,636)	(\$35,675)	(\$36,746)	(\$37,848)	(\$38,963)	(\$40,152)	(\$41,356)
GROSS INCOME	\$602,245	\$620,312	\$638,922	\$656,089	\$677,832	\$698,167	\$719,112	\$740,685	\$762,883	\$785,770
OPER EXPENSE % (Adjusted Income)	44.62									
OPERATING EXPENSE - APARTMENTS	\$268,704	\$275,422	\$282,307	\$289,365	\$296,599	\$304,014	\$311,614	\$319,405	\$327,390	\$335,574
REPLACEMENT RESERVES	\$10,600	\$10,600	\$10,865	\$11,137	\$11,415	\$11,700	\$11,993	\$12,293	\$12,600	\$12,915
OPER EXPENSE PER UNIT - APARTMENTS	\$5,070	\$5,197	\$5,327	\$5,460	\$5,596	\$5,736	\$5,880	\$6,027	\$6,177	\$6,332
REPLACEMENT RESERVES PER UNIT	\$200	\$200	\$205	\$210	\$215	\$220	\$225	\$230	\$235	\$240
NET OPERATING INCOME	\$322,941	\$334,291	\$345,749	\$357,588	\$369,818	\$382,453	\$395,505	\$408,988	\$422,894	\$437,280
DEBT SERVICE	\$257,795	\$257,795	\$257,795	\$257,795	\$257,795	\$257,795	\$257,795	\$257,795	\$257,795	\$257,795
CASH FLOW	\$65,145	\$76,495	\$87,954	\$99,793	\$112,023	\$124,657	\$137,709	\$151,192	\$165,088	\$179,485
DEBT SERVICE RATIO	1.25	1.30	1.34	1.39	1.43	1.48	1.53	1.59	1.64	1.70

(Projections for Preliminary Discussions Only)

1400 BOURBON ROAD
 APARTMENTS
 CROSS PLAINS, WI
 Pro forma - Stabilized

28-Mar-15 # of Units
 53.00

INCOME	Item	Yr 1		YR 2	
		\$ Amount	\$ Amount	% of Rent Potential	\$ per Unit per Year
	Rent Potential	\$ 605,100	\$ 623,253	100.00%	\$ 11,759
	Vacancy Loss	\$ (31,667)	\$ (32,617)	-5.23%	\$ (615)
		\$ -			
Total Rental Income		\$ 573,433	\$ 590,636	94.77%	\$ 11,144
	Laundry	\$ -		0.00%	\$ -
	Short Term Lease Fee	\$ -		0.00%	\$ -
	Late/Termination/NSF Fees	\$ -	\$ -	0.00%	\$ -
	Water & Sewer Income	\$ 17,856	\$ 18,392	2.95%	\$ 347
	Vendor Commission	\$ 2,226	\$ 2,293	0.37%	\$ 43
	Satellite TV revenue	\$ -	\$ -	0.00%	\$ -
	Pet Charges	\$ 6,360	\$ 6,551	1.05%	\$ 124
	Underground Stalls	\$ 1,800	\$ 1,854	0.30%	\$ 35
Total Other Income		\$ 28,242	\$ 29,089	4.67%	\$ 549
TOTAL INCOME		\$ 601,675	\$ 619,725	99.43%	\$ 11,693
EXPENSES					
Contract Services Expenses					
	Elevator Contract	\$ 2,460	\$ 2,522	0.40%	\$ 48
	Fire Safety	\$ 1,313	\$ 1,346	0.22%	\$ 25
	Grounds & Landscaping	\$ 5,593	\$ 5,733	0.92%	\$ 108
	Janitorial	\$ -	\$ -	0.00%	\$ -
	Pest Control	\$ 312	\$ 320	0.05%	\$ 6
	Snow Removal	\$ 4,827	\$ 4,948	0.79%	\$ 93
	Soft Water Salt	\$ 630	\$ 646	0.10%	\$ 12
	Telephone Answering Service	\$ 382	\$ 391	0.06%	\$ 7
	Trash Removal	\$ 180	\$ 185	0.03%	\$ 3
TOTAL CONTRACT SERVICES		\$ 15,697	\$ 16,089	2.58%	\$ 304
Utility Expenses					
	Electric - Commons	\$ 11,308	\$ 11,591	1.86%	\$ 219
	Gas - Commons	\$ 4,319	\$ 4,427	0.71%	\$ 84
	Telecommunications - Operations	\$ 2,102	\$ 2,155	0.35%	\$ 41
	Telecommunications - Common Area	\$ 420	\$ 431	0.07%	\$ 8
	Office Internet	\$ 577	\$ 591	0.09%	\$ 11
	Utilities - Vacant Apts / Units	\$ 1,113	\$ 1,141	0.18%	\$ 22
	Water/Sewer	\$ 18,049	\$ 18,500	2.97%	\$ 341
TOTAL UTILITIES		\$ 37,888	\$ 38,835	6.23%	\$ 733
General & Professional Expenses					
	Accounting External	\$ 1,375	\$ 1,409	0.23%	\$ 27
	Advertising / Promotions	\$ 3,085	\$ 3,162	0.51%	\$ 60
	Bad Debt	\$ -	\$ -	0.00%	\$ -
	Banking Fees	\$ 60	\$ 62	0.01%	\$ 1
	Brochures	\$ -	\$ -	0.00%	\$ -
	Business Meals	\$ -	\$ -	0.00%	\$ -
	Computer Hardware / Software Expense	\$ 1,159	\$ 1,188	0.19%	\$ 22
	Copies & Scans	\$ 1,215	\$ 1,246	0.20%	\$ 24
	Credit & Eviction Screens	\$ 636	\$ 652	0.10%	\$ 12
	Fax / Delivery & Postage	\$ 570	\$ 584	0.09%	\$ 11
	Holiday & Seasonal Décor	\$ 85	\$ 87	0.01%	\$ 2
	Legal	\$ 250	\$ 256	0.04%	\$ 5
	Licenses & Permits	\$ 130	\$ 133	0.02%	\$ 3
	Mileage	\$ 600	\$ 615	0.10%	\$ 12
	Model Expense / Rent	\$ -	\$ -	0.00%	\$ -
	Office Onsite Expense	\$ -	\$ -	0.00%	\$ -
	Office Supplies	\$ 808	\$ 828	0.13%	\$ 16
	Resident Relations	\$ 2,039	\$ 2,090	0.34%	\$ 39
	Seminars & Continuing Education	\$ 200	\$ 205	0.03%	\$ 4
	Signage - Temporary	\$ -	\$ -	0.00%	\$ -
	Subscriptions & Dues	\$ 337	\$ 345	0.06%	\$ 7
	Uniforms	\$ -	\$ -	0.00%	\$ -
TOTAL GEN & PROFESSIONAL		\$ 12,549	\$ 12,863	2.06%	\$ 243

Per Development Analysis
 5% vacancy

none as W & D's are in each unit
 None
 None
 Based on \$16/1 bdrm, \$32 for 2bdrm
 \$42 / unit / yr
 None
 \$25 / pet / mo X 40% of units w/pet per Deer Creek & LeSilve
 3 extra underground stalls @ \$50 ea.

Maintenance Contract based on \$2055/elevator
 Capital monitoring \$588/yr, quarterly and annual sprinkler, annual
 extinguisher service and fire phone line based on
 Based on \$40.00 per mow at 22 mows and quail run 1/2 of mulch
 cost. Quail run hand weeding and bed control, fall and summer
 prunes and spring and fall cleanups
 Done by Rent Credit at \$750 / mo (see Management Expenses)
 Based on \$26.00 / mo
 Based on Cedar Glen 4 yr ave
 Based on Cedar Glen 4 yr ave
 Based on monthly property charge 60 / unit
 Based on Cedar Glen 4 yr ave

Based on Cedar Glen 4 yr ave
 Based on Cedar Glen 2014

Based on Schroeder main office line plus Property cell at \$35.00/mo
 \$35.00 per month and elevator line
 Based on \$42.52/mo. Including \$5.06 for GMI monthly charge
 Based on \$35mo X 5% vacants/ mo.
 Based on Cedar Glen / unit 2 yr ave

Based on Cedar Glen
 Rent.Com, Advantage, Yardi
 none
 Budgeted \$5.00 per month
 Based on Quail
 None
 Technology Fee and External IT
 Based on Cedar Glen
 Based on 60% turnover @ \$16 / applicant @ 1.5 / unit
 Based on Cedar Glen 4 yr ave
 Based on Cedar Glen 4 yr ave
 Based on Cedar Glen 4 yr ave
 Elevator Inspections @ \$80 ea & permits @ \$50 ea.
 Based on ave of 100 miles per mo @ \$.50
 None
 none
 Based on Cedar Glen 4 yr ave
 Based on Yardi, Cedar 4 yr ave
 one / employee / yr @ \$200 each
 none
 Village Chamber and Apartment Assoc.
 None

Tax & Insurance Expenses				
Insurance	\$ 14,399	\$ 14,759	2.37%	\$ 278
Real Estate Taxes	\$ 103,757	\$ 106,351	17.06%	\$ 2,007
Special Assessments	\$ -		0.00%	0
TOTAL TAXES & INSURANCE	\$ 118,157	\$ 121,111	19.43%	\$ 2,285
Management Expenses				
Accounting & IT Expense	\$ 50	\$ 51	0.01%	\$ 1
Maintenance - Roving Supervisor	\$ 605	\$ 620	0.10%	\$ 12
Maintenance Tech - Roving	\$ -	\$ -	0.00%	\$ -
Resident Manager Expense	\$ 16,382	\$ 16,791	2.69%	\$ 317
Bonus	\$ 4,694	\$ 4,812	0.77%	\$ 91
Management Fees	\$ 29,191	\$ 29,921	4.80%	\$ 565
Rent Credits - Maintenance (cleaners)	\$ 5,550	\$ 5,689	0.91%	\$ 107
Rent Credits - Onsite Office	\$ 5,550	\$ 5,689	0.91%	\$ 107
				0
				0
TOTAL MANAGEMENT	\$ 62,021	\$ 63,572	10.20%	\$ 1,199
Repairs and Maintenance				
Appliance Repairs	\$ 720	\$ 738	0.12%	\$ 14
Building Exterior Repairs	\$ 675	\$ 692	0.11%	\$ 13
Carpentry Repairs	\$ 2,882	\$ 2,954	0.47%	\$ 56
Credit from Security Deposits	\$ (1,950)	\$ (1,999)	-0.32%	\$ (38)
Electrical Repairs	\$ 1,441	\$ 1,477	0.24%	\$ 28
Elevator Repairs	\$ 300	\$ 308	0.05%	\$ 6
Exercise Equipment Repairs	\$ -	\$ -	0.00%	\$ -
Fire Safety Repairs	\$ 720	\$ 738	0.12%	\$ 14
Fireplace Repairs	\$ -	\$ -	0.00%	\$ -
Flooring & Carpet Cleaning - Apts	\$ 2,548	\$ 2,612	0.42%	\$ 49
Flooring & Carpet Cleaning - Commons	\$ 625	\$ 641	0.10%	\$ 12
Furnishings Commons	\$ -	\$ -	0.00%	\$ -
Garage/Parking Lot/ Driveway Repairs	\$ 1,117	\$ 1,145	0.18%	\$ 22
Grounds / Landscape Maintenance	\$ 235	\$ 241	0.04%	\$ 5
HVAC Repairs	\$ 1,441	\$ 1,477	0.24%	\$ 28
Janitorial Supplies - Apts	\$ 1,716	\$ 1,759	0.28%	\$ 33
Janitorial Supplies - Commons	\$ 488	\$ 500	0.08%	\$ 9
Locks/ Keys	\$ 1,078	\$ 1,105	0.18%	\$ 21
Painting - Apts	\$ 3,250	\$ 3,331	0.53%	\$ 63
Painting - Commons	\$ 723	\$ 741	0.12%	\$ 14
Pest Control Maintenance	\$ 318	\$ 326	0.05%	\$ 6
Plumbing Repairs	\$ 1,441	\$ 1,477	0.24%	\$ 28
Small Tools & Equipment	\$ 100	\$ 103	0.02%	\$ 2
Snow Removal	\$ 425	\$ 436	0.07%	\$ 8
Trip Charges	\$ 1,378	\$ 1,412	0.23%	\$ 27
Window/Screens/Coverings	\$ 720	\$ 738	0.12%	\$ 14
				0
				0
TOTAL REPAIRS AND MAINT	\$ 22,392	\$ 22,952	3.68%	\$ 433
TOTAL OPERATING EXPENSE	\$ 268,704	\$ 275,422	44.19%	\$ 5,197
TOTAL RESERVES	\$ 10,600	\$ 10,600	1.70%	\$ 200
NET OPERATING INCOME	\$ 322,371	\$ 333,703	53.54%	\$ 6,296

Based on recent quote for Ideal @ .2111/\$100 plus \$3000 for Umbrella
based on assumed mill rate of .02253 and value at 7.0% CAP

Based on Cedar Glen 4 yr ave
Based on .25 hr / wk
none
Based on \$15 / hr / 1/2 time split with Cedar Glen 1/2 mo RC
Lease renewals @ \$30 & occ/coll program
Based on 5% of Income (less water & sewer)
Based on 1/2 Month Rent Credit
Based on 1/2 Month Rent Credit

Based on .25 hr / unit plus materials
Based on 1 hr per month plus materials
Based on 1hr / unit plus materials
Est. \$75/turn
Based on .5 hr / unit plus materials
Est- new elevators s/b low maint
none
Based on .25 hr / unit plus materials
none
Based on \$98/clean with 50% turn over
Based on 1 clean per yr
None
Based on Cedar Glen 4 yr ave / unit
Based on Cedar Glen 4 yr ave / unit
Based on .5 hr / unit plus materials
Based on 50% turn, ave. 3 hours at \$22/hr.
Based on Cedar Glen 4 yr ave / unit
Based on Cedar Glen 4 yr ave / unit
Based on \$125 / unit for 26
Based on Cedar Glen
Based on Cedar Glen 4 yr ave / unit
Based on .5 hr / unit plus materials
Based on Cedar Glen 4 yr ave / unit
Based on 50 bags @ \$8.5 / bag
Based on 1 trip charge per wk
Based on .25 hr / wk plus materials

\$200 / unit / yr as per dev. Analysis

EXHIBIT V

1400 BOURBON ROAD APARTMENTS

ESTIMATED TAX INCREMENT IMPACT

4/23/15

Current Taxes

2014 Assessed Value	\$ 272,700.00
<u>2014 Mill Rate</u>	<u>0.021530</u>
2014 Tax	\$ 5,795.95

Estimated Taxes - Stabilized Value

Estimated Assessed Value	\$4,613,441.43	based on 7.0% CAP Rate
<u>2014 Mill Rate</u>	<u>0.021530</u>	
Estimated Taxes - Stabilized Value	\$ 99,327.39	

taxes per unit \$ 1,874.10

Estimated 2017 Taxes	\$ 99,327.39
<u>Current Taxes</u>	<u>\$ 5,795.95</u>
Estimated Tax Increment Increase	\$ 93,531.44

EXHIBIT VI

1400 BOURBON ROAD APARTMENTS

PRELIMINARY DEVELOPMENT BUDGET

DATE: 3/28/2015
 LOCATION: 1400 BOURBON ROAD
 CROSS PLAINS, WI

	<u>TOTAL COST</u>
PROJECT COST	\$6,523,000
TIF LOAN / FUNDING - 20% of Costs	\$1,304,600
PROPOSED LOANS - 65% of Costs	\$4,239,900
<u>EQUITY - 15% of Costs</u>	<u>\$978,500</u>
TOTAL PROJECT COSTS	\$6,523,000

<u>CONSTRUCTION COSTS</u>	<u>TOTAL COST</u>	FUNDING SOURCE		
		TIF	LOAN	EQUITY
CONSTRUCTION - PRELIMINARY	\$5,582,852	\$731,300	\$4,127,025	\$724,527
TOTAL CONSTRUCTION COSTS	\$5,582,852	\$731,300	\$4,127,025	\$724,527

<u>DEVELOPMENT SOFT COSTS</u>	<u>TOTAL COST</u>			
LAND PURCHASE	\$525,000	\$525,000	\$0	\$0
DEMOLITION	\$36,750	\$36,750	\$0	\$0
ARCHITECT / ENGINEER	\$154,547	\$0	\$0	\$154,547
SURVEY	\$3,360	\$0	\$0	\$3,360
ENVIRONMENTAL ASSESSMENT - Phase I	\$3,675	\$3,675	\$0	\$0
ENVIRONMENTAL ABATEMENT	\$7,875	\$7,875	\$0	\$0
DEVELOPMENT SIGNAGE	\$13,125	\$0	\$13,125	\$0
APPRAISAL	\$6,300	\$0	\$0	\$6,300
CONST. / DEV. DUE DILIGENCE	\$26,250	\$0	\$0	\$26,250
LEGAL	\$10,500	\$0	\$0	\$10,500
CLOSING COSTS	\$5,775	\$0	\$0	\$5,775
POINTS .5%	\$23,100	\$0	\$0	\$23,100
MARKETING & MANAGEMENT START UP	\$26,250	\$0	\$26,250	\$0
CONSTRUCTION LOAN INTEREST	\$73,500	\$0	\$73,500	\$0
MUNICIPAL / IMPACT FEES	\$11,471	\$0	\$0	\$11,471
BUILDERS RISK INSURANCE	\$12,669	\$0	\$0	\$12,669
TOTAL DEVELOPMENT SOFT COSTS	\$940,148	\$573,300	\$112,875	\$253,973

	<u>TOTAL COST</u>			
TOTAL ALL COST	\$6,523,000	\$1,304,600	\$4,239,900	\$978,500

EXHIBIT VII

WB-13 VACANT LAND OFFER TO PURCHASE

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ _____ [DATE] IS (AGENT OF BUYER)
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE~~
3 **GENERAL PROVISIONS** The Buyer, Gallina Corporation or an affiliated assignee (see Addendum to Vacant Land Offer
4 to Purchase, which is attached), offers to purchase the Property
5 known as [Street Address] 1400 Bourbon Road - Lot 54 & Part of Lots 52 & 53 of The Glacial Valley Plat
6 in the Village _____ of Cross Plains _____, County of Dane _____, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ **PURCHASE PRICE:** Five Hundred Thousand and 00/100
9 _____ Dollars (\$ 500,000.00).
10 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 See the Addendum to Vacant Land Offer to Purchase, which is attached, with regard to Earnest Money.
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: None other.
16 _____
17 _____
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** None
19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
24 ■ **ZONING:** Seller represents that the Property is zoned: MR-16
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before April 17, 2015. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): See Addendum to Vacant Land Offer to Purchase, which is attached
41 Buyer's recipient for delivery (optional): See Addendum to Vacant Land Offer to Purchase, which is attached
42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) _____ Buyer: (_____) _____
44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: _____
50 Delivery address for Buyer: _____
51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): _____
56 E-Mail address for Buyer (optional): _____
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

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

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

68 See the Addendum to Vacant Land Offer to Purchase, which is attached, regarding the Real Estate Condition Report

69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than _____

71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

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

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

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

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are See Addendum to Vacant Land Offer to Purchase, attached hereto

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.
98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

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

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

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

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

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

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

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

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

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

160 **DEFINITIONS**

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

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

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

188 (Definitions Continued on page 5)

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

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

200 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 OR 202.

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

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

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

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

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

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

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

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

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

245 **DEFINITIONS CONTINUED FROM PAGE 3**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

370 **EARNEST MONEY**

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

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

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

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

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

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

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

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and the "Permitted Exceptions" defined in the Addendum to Vacant
424 Land Offer to Purchase, which is attached hereto.

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

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

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

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 20 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 15 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** All of the Buyer's contingencies are set forth in the Addendum to Vacant
459 Land Offer to Purchase, which is attached hereto.

460 _____
461 _____
462 _____
463 _____
464 _____

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

468 If **Buyer defaults**, Seller may:

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

472 If **Seller defaults**, Buyer may:

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

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

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

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

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

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

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

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

503 **INSPECTION-CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
511 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).

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

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

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

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

525 **ADDENDA:** The attached Addendum to Vacant Land Offer to Purchase is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Buyer
536 _____ on April 17, 2015

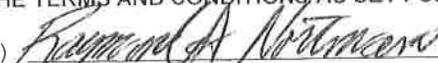
537 (x)  4-17-15
538 Buyer's Signature ▲ Print Name Here ► Joseph R. Gallina, CEO of Gallina Corporation Date ▲

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

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

542 _____ Broker (by) _____

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

546 (x)  4/17/15
547 Seller's Signature ▲ Print Name Here ► Greenback Enterprises LLC by Raymond Nortman it's Manager Date ▲

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

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

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

ADDENDUM TO VACANT LAND OFFER TO PURCHASE

Buyer: Gallina Corporation, or an affiliated assignee (*see Section 18 below*)
Seller: Greenback Enterprises LLC
Property: Lot 54 & Part of Lots 52 & 53 of the Glacial Valley Plat in the Village of Cross Plains, Dane County, Wisconsin (a/k/a 1400 Bourbon Road, Cross Plains, WI and tax parcel number 0707-033-0474-1) (the "**Property**")
Date: April 17, 2015

This Addendum to Commercial Offer to Purchase (the "**Addendum**") is made part of the form Vacant Land Offer to Purchase (the "**Form**") to which it is attached (together this Addendum and the Form are referred to herein as the "**Offer**"). If there are any inconsistencies between the terms of this Addendum and the terms set forth in the Form, the terms of this Addendum shall control. The Buyer and Seller further agree as follows:

1. Documents to be provided by Seller. Within five (5) days after acceptance of this Offer, Seller shall: (i) provide to the Buyer originals or legible copies of each of the following documents (the "**Property Documents**"); and if Seller does not have any of such Property Documents (ii) notify the Buyer in writing which of such Property Documents do not exist or Seller does not have:

- a. Copies of any plans and specifications for the existing improvements (the "**Existing Improvements**") to the Property in Seller's possession or control;
- b. Copies of any as-built or other survey(s) of the Property in Seller's possession or control;
- c. A current rent roll, and list of security deposits for the Property, if the Property has any tenants;
- d. Copies of all leases or other contracts currently in effect with regard to any part of the Property;
- e. Copies of all real estate and personal property tax bills for the Property for the two most recent years;
- f. Copies of any management agreements relating to any part of the Property;
- g. A complete list of all personal property to be transferred as part of the transaction described in this Offer;

- h. Copies of any and all appraisals of any portion of the Property in Seller's possession or control;
 - i. Copies of any and all environmental assessments, structural reports, soils reports or other reports relating to any part of the Property in the Seller's possession or control;
 - j. Copies of any previous title insurance policies or abstracts relating to any of the Property in the Seller's possession or control;
 - k. Any correspondence or notices received by the Seller with regard to the Property concerning any actual or alleged violations of any laws or governmental rules or regulations or any correspondence or notices received by the Seller concerning any threatened actions by any governmental or quasi-governmental agency;
2. Due Diligence Period. During the period of four (4) months starting on the date of acceptance of this Offer (the "***Due Diligence Period***") the Buyer, at the Buyer's expense, may conduct the following "***Due Diligence Activities***":
- a. Review and analyze the Property Documents;
 - b. Meet with residents of the neighborhood surrounding the Property to determine if there are objections to the Buyer's anticipated use of the Property, with regard to the construction and operation of a new residential rental project on the property consisting of one or more buildings and other improvements (the "***Apartment Project***");
 - c. Meet with and submit proposals and applications to municipal officials, agencies, and boards to determine if there are or will be any legal impediments with regard to the Buyer's anticipated use of the Property and construction of the Apartment Project;
 - d. Have its own personnel or third parties conduct physical inspections and "***Tests***" (as defined in the Form of any portion of the Property and any Existing Improvements on the Property);
 - e. Have a survey or surveys of any of the Property prepared;
 - f. Have environmental assessments and reports regarding the Property prepared, which may include Tests;
 - g. Have soil borings and/or other procedures and Tests done with regard to the Property to determine the suitability of the Property for construction of the Apartment Project on the Property;

- h. Meet with architects, contractors and others to obtain bids and plans with regard to the potential development and construction of the Apartment Project on the Property;
- i. Make proposals and submissions to prospective lenders and investors to determine if sufficient debt and/or equity financing will be available in sufficient amounts and on terms acceptable to the Buyer for the development, construction and operation of the Apartment Project on the Property;
- j. Submit applications to applicable governmental bodies to obtain approvals for the Buyer's proposed development, construction and operation of the Apartment Project on the Property, which may include, without limitation, tax incremental financing, new zoning, including new PUD/GDP and PUD/SIP approvals, storm water management permits, and other land use approvals, certified survey maps and development agreements (collectively, "**Governmental Approvals**").
- k. Buyer acknowledges that Seller has been contacted by previous owners of the Property with regard to the potential of relocating / moving the existing house located on the Property to another site. Seller offered the house to Tim Hillibrand (608) 444-4825 for free. Buyer accepts this conditioned on the following: (i) Buyer will not have any cost related to the relocation of the house, (ii) if an arrangement regarding the relocation of the house, which is acceptable to the Buyer, has not been entered into prior to Closing, under which the timing of the relocation is such that it will not interfere or cause delay in Buyer's schedule for the development of the of the Property, then the Buyer shall have no obligation to Mr. Hillibrand or with regard to permitting the house to be moved.

Seller and its representatives, agents and contractors shall reasonably cooperate with Buyer in the conduct of the Buyer's Due Diligence Activities with regard to the Property, and shall provide Buyer with free and unrestricted access to the Property to conduct all such inspections, tests and other Due Diligence Activities which the Buyer deems to be necessary; however, if this Offer is terminated for any reason, Buyer shall restore the Property to the condition which existed prior to such inspections and Tests, or as close thereto as is reasonably possible. Notwithstanding the foregoing, prior to conducting any Tests, Buyer shall notify Seller and shall obtain Seller's consent to any Tests other than the drilling of soil borings or the digging of test pits, which are hereby deemed to be approved. Seller's consent with regard to any other Tests deemed necessary by the Buyer shall not be unreasonably withheld or delayed by the Seller. Seller shall cooperate with and shall support Buyer's efforts, as the Buyer reasonably deems necessary, to obtain Government Approvals for the development of the Property as an Apartment Project containing 53 units, since Seller understands that Buyer cannot afford to pay the agreed upon Purchase Price if it is unable to develop 53 units. Such cooperation shall include but not be limited to the Seller signing documents as requested by the Buyer and supporting the Buyer's applications for Government Approvals (including making appearances at applicable meetings if so requested), but the Seller shall not be obligated to incur any costs or expend any of its own funds. Buyer shall indemnify, protect and hold Seller harmless from and against any and all liabilities that arise out of the entry by Buyer and Buyer's agents or invitees upon, or the

inspections and Tests of, the Property; provided, however, that this indemnification shall not apply to costs incurred by Seller or the liability of Seller resulting from defects in the Property or environmental problems with the Property discovered by the Buyer in conducting its Due Diligence Activities with regard to the Property. Buyer shall cause any parties performing any inspections, Tests or other Due Diligence Activities to carry reasonable and appropriate insurance policies in connection with the same.

3. Buyer's Right to Extend Due Diligence Period. The Buyer shall use reasonable good faith efforts to pursue and complete all of the Due Diligence Activities within the 4-month Due Diligence Period; however, if the Buyer has not completed its Due Diligence Activities by the end of that 4-month Due Diligence Period, the Buyer shall have the right to extend the Due Diligence Period for a period of up to sixty (60) days (the "**Initial DD Extension Period**") by giving the Seller written notice of the Buyer's election to extend not less than fifteen (15) days prior to the date that the Due Diligence Period would otherwise expire. Such notice shall specify the length of the Initial DD Extension Period, which may not be more than 60 days. During any Initial DD Extension Period, the Buyer shall continue to use good faith efforts to pursue and to complete all Due Diligence Activities. If, however, despite such continued good faith efforts, the Buyer has still not completed its Due Diligence Activities by the end of the Initial DD Extension Period, the Buyer shall have the right to further extend the Due Diligence Period for a period of up to sixty (60) additional days (the "**Second DD Extension Period**") by giving the Seller written notice of the Buyer's election to extend not less than fifteen (15) days prior to the date that the Initial DD Extension Period would otherwise expire. Such notice shall specify the length of the Second DD Extension Period, which may not be more than 60 days.

4. Due Diligence Contingency. Buyer's obligations under this Offer are contingent upon the results of the Buyer's Due Diligence Activities being satisfactory to Buyer in its sole discretion. This contingency shall be referred to herein as the "**Due Diligence Contingency.**" At any time prior to the end of the Due Diligence Period, or if the Due Diligence Period is extended as provided in Section 3, prior to the end of the Initial DD Extension Period or the Second DD Extension Period, as the case may be, the Buyer may terminate this Offer by providing written notice of such termination to the Seller, in which case this Offer shall be null and void, all Earnest Money shall be returned to the Buyer (except as provided below), and neither party shall have any further obligation to the other. If the results of Buyer's Due Diligence Activities are satisfactory to Buyer in its sole discretion, then at any time prior to the end of the Due Diligence Period, or if the Due Diligence Period is extended as provided in Section 3, prior to the end of the Initial DD Extension Period or the Second DD Extension Period, as the case may be, Buyer may waive this Due Diligence Contingency by providing written notice to the Seller, in which case the Buyer shall proceed to Closing, pursuant to Section 8, below. If Buyer, within the Due Diligence Period, or within the Initial DD Extension Period or the Second DD Extension Period, if applicable, fails to waive the Due Diligence Contingency or to provide notice to Seller of its intention to terminate this Offer, then at the end of the Due Diligence Period, or at the end of the Initial DD Extension Period or the Second DD Extension Period, if applicable, this Offer shall be null and void, all Earnest Money shall be returned to the Buyer (except as provided below), and neither party shall have any further obligation to the other.

5. Earnest Money. Earnest Money, in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "*Earnest Money*") shall be deposited with the Title Company (defined below), within five (5) business days after the acceptance of this Offer by the Seller. The Earnest Money shall be non-refundable unless the Buyer's Due Diligence Contingency is not satisfied or waived or Seller defaults under the terms of this Offer, in which case the Earnest Money shall be returned to the Buyer. All earnest money will be applied to the Purchase Price at Closing. All Earnest Money shall be held by the Title Company pursuant to the terms of a joint order escrow agreement entered into between Buyer, Seller and the Title Company and any interest earned thereon shall accrue to the Buyer, and may, at Buyer's discretion, be applied to the Purchase Price at Closing or refunded to the Buyer.

6. Title Insurance. The title insurance commitment and ALTA policy of title insurance to be provided by Seller pursuant to the Form shall be issued by Preferred Title Company, Madison, WI (the "*Title Company*"). Copies of all documents listed as exceptions to title in said title insurance commitment shall be delivered to the Buyer with the commitment. It shall be Seller's responsibility to pay the cost of the owner's title insurance policy. It shall be the Buyer's responsibility to pay the cost of any mortgagee's title insurance policy which the Title Company is asked to issue with regard to the transaction contemplated in this Offer.

7. As-Is Offer. The Buyer acknowledges and understands that the Seller is making no warranties of any kind with respect to any of the condition of the Property or any existing improvements located on the Property. The Property is being sold "as-is" and with all faults. The Buyer further acknowledges that it has the right and the responsibility to thoroughly inspect the Property and to conduct whatever Tests the Buyer may desire pursuant to the Buyer's Due Diligence Contingency described in Sections 2, 3 & 4 above, and that the Buyer is not relying and will not be relying on any statements or representations made by the Seller. Buyer hereby waives the right to receive a Real Estate Condition Report from the Seller.

8. Closing and Closing Date. If the Buyer waives the Due Diligence Contingency, then the transaction contemplated in this Offer shall close (the "*Closing*") within no longer than thirty (30) days after the Buyer's waiver of the Due Diligence Contingency at such time and place as the Buyer may determine. The Buyer shall give the Seller at least ten (10) days' notice prior to the date of the Closing. The date of the Closing shall be referred to herein as the "*Closing Date.*"

9. Title Requirements.

a. Permitted Exceptions. Title exceptions contained in the title insurance commitment described in Section 6, above, and in the Form, which are: (i) not objected to by the Buyer within the time period described in lines 442 - 449 of the Form; or (ii) are objected to by the Buyer, but which cannot be removed by the Seller and are then waived by the Buyer, as described in lines 442 - 449 of the Form, shall be deemed to be the "*Permitted Exceptions.*"

b. Payment of Special Assessments by Seller. The Seller shall be obligated to pay prior to or at the time of Closing, all special assessments levied against the Property or for work actually commenced prior to the Closing Date..

10. GAP Affidavit; Construction Lien and Possession Affidavit. Seller agrees to execute a "GAP" affidavit/indemnity or any similar document which may be required by the title insurance company as a requirement for issuing a "GAP" endorsement. Additionally, Seller agrees to execute a standard construction lien and possession affidavit or similar document as may be required by the Title Company.

11. Closing Costs and Wisconsin Real Estate Transfer Fee. Seller shall be responsible for the costs of its legal counsel, for all real estate transfer taxes and any sales or use taxes which may be applicable to the sale of the Property. Buyer and Seller shall each pay one half of any fees charged by the Title Company or other entity for closing the transaction contemplated in this Offer. Buyer shall be responsible for the costs of their legal counsel.

12. Leases or Other Encumbrances Affecting the Property. Seller shall be obligated to terminate any leases regarding any of the Property effective no later than the Closing Date. The Seller will not, without the Buyer's prior consent, enter into any lease or other encumbrance regarding the Property, after the acceptance of this Offer without first obtaining the prior written consent of the Buyer

13. Brokerage Commissions. Seller hereby represents to Buyer that Seller has not dealt with any broker or finder in respect to the transaction contemplated by this Offer, and Sellers hereby agree to indemnify Buyer for any claim for brokerage commission or finder's fee asserted by a person, firm or corporation claiming to have been engaged by the Seller. Buyer hereby represents to Seller that Buyer has not dealt with any broker or finder in respect to the transaction contemplated by this Offer, and Buyer hereby agrees to indemnify Seller for any claim for brokerage commission or finder's fee asserted by a person, firm or corporation claiming to have been engaged by Buyer. Buyer hereby discloses to Seller that certain principals of Buyer are Wisconsin-licensed real estate brokers and are entering into this transaction for their own accounts and with the intention of making a profit. Seller hereby discloses to Buyer that certain principals of Seller are Wisconsin-licensed real estate brokers and are entering into this transaction for their own accounts and with the intention of making a profit.

14. Contingency Saving Provision. The parties hereto acknowledge that Buyer will expend material sums of money in reliance on Seller's obligations under this Offer in connection with negotiating and executing this Offer, furnishing the earnest money, conducting the Due Diligence Activities, and preparing for Closing, and that Buyer would not have entered into this Offer without the availability of all of the Due Diligence Activities described herein. The parties, therefore, agree that adequate consideration exists to support each of the parties' obligations under this Offer, and Seller and Buyer each waive any and all rights to challenge the enforceability of this Offer on the basis that any of the conditions or contingencies set forth herein are at Seller's or Buyer's sole discretion or that any of the agreements contained herein are illusory.

15. Authorization. At Closing, Buyer and Seller agree to provide evidence that the sale and purchase of the Property has been properly authorized and that the person(s) signing on behalf of such party has/have been properly authorized to do so.

16. Assignment. Buyer may assign and delegate its rights and obligations under this Offer to any entity in which Joseph R. Gallina, or an entity affiliated with Joseph R. Gallina, holds an ownership interest or is a principal, provided that Buyer shall remain obligated for all of Buyer's obligations and liability hereunder.

17. Correspondence and Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by , shall be in writing and shall be given and deemed effective when any notice required or permitted to be given hereunder shall be in writing and shall be given by and deemed received (i) when hand-delivered; (ii) one business day after pick-up for overnight delivery by an overnight courier; (iii) two (2) business days after pick-up by U.S. Mail or (iv) on the date receipt of notice is confirmed if sent by facsimile or electronic mail and confirmed prior to 5:00 p.m. (Central Time) or the next business day if confirmed after 5:00 p.m. (Central Time); addressed to the party to be notified at the address as follows:

If to Seller:	Greenback Enterprises LLC Attention: Mark Nortman, Member 207 N. 8 th Street Mount Horeb, Wisconsin 53572 Fax: 608-437-7194 Email: nortman4@mhtc.net
With a Copy to:	Raymond Nortman, Manager P. O. Box 234 Mineral Point, Wisconsin 53565-9142 Email: rbnortman@gmail.com
If to Buyer:	Gallina Corporation Attention: Mr. Joseph R. Gallina, CEO 101 East Main Street, Suite 500 Mount Horeb, Wisconsin 53572 Fax: 608-437-8302 Email: jgallina@gallinacos.com
With a Copy to:	Gallina Corporation Attention: Mr. Craig Enzenroth, President 101 East Main Street, Suite 500 Mount Horeb, Wisconsin 53572 Fax: 608-437-8302 Email: cenzenroth@gallinacos.com

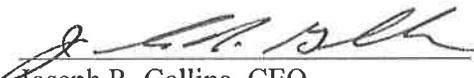
18. Pre-Development Agreement. The Buyer and Seller acknowledge that they entered into a Pre-Development Agreement dated December 23, 2014 (the “*Pre-Development Agreement*”). The Pre-Development Agreement contemplates the Buyer and Seller, or the “Nortmans” and “Mr. Gallina” or an entity controlled by the “Nortmans” or “Mr. Gallina” forming a new entity (the “*Company*”) to which this Vacant Land Offer to purchase will be assigned prior to Closing. Therefore, if the Buyer waives the Due Diligence Contingency and elects to proceed to Closing, the Buyer shall assign this Offer to the Company prior to Closing. The Buyer hereby acknowledges and agrees that either Mr. Gallina or an entity owned or controlled by Mr. Gallina will be a member of the Company. Furthermore, at such time as the Buyer has developed a detailed plan for the development of the Property, including plans for equity and/or debt financing of the Project, but in any event at least sixty (60) days prior to Closing, it is the Buyer’s intention to present to the Seller a proposal pursuant to which the Seller would have an opportunity to invest a sum of money equal to a 33.33% ownership interest in the Company from the Seller’s proceeds from the Sale of the Property. The Seller understands and acknowledges that until the Buyer has completed its Due Diligence Activities, and has determined that the development of the Project is both economically feasible and that there is a sufficient market for the rental of the Project which would be located on the Property, it is impossible for the Buyer to make any representations to the Seller with regard to what the terms or conditions of any such investment might be, including without limitation, the potential risks that would be involved in such an investment. The Seller further acknowledges and understands that the ultimate terms of any such investment by the Seller would have to be mutually agreed upon by both the Buyer and the Seller.

19. Execution in Counterparts. This Offer may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one instrument, which shall become effective when there exist counterparts signed by all parties hereto. Facsimile or email signatures shall be binding on the Buyer and Seller regardless of whether or not an original signed copy of this Offer is ever delivered.

[Buyer’s signature is on the following page]

BUYER:

Gallina Corporation

By: 
Joseph R. Gallina, CEO

Date: 4-17-15

(Seller's Acceptance of this Offer is on the following page)

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

SELLER:

Greenback Enterprises LLC

By: 
Raymond Nortman, Manager

Date:  _____

Exhibit VIII

1400 Bourbon Road Apartments

**1400 Bourbon Rd
Cross Plains, WI**

Developer / Market Demand

The developer and property manager of the project is The Gallina Companies. Established in 1980 to provide in-house development, design, construction, acquisition and ongoing management of luxury apartments, residential condominium properties and commercial, retail/office buildings. The Gallina Companies having successfully developed over 3,000 apartment units in the Madison, Milwaukee, northern Illinois, and western Florida areas. Our philosophy has been to retain the properties we develop for the long term. As such, at Gallina, we believe in developing long term relationships with our tenants and customers to insure the long term success of our developments. The Gallina Companies and all of its employees are committed to the service of our tenants and providing all of our customers with unparalleled customer service.

Gallina Companies developed Cedar Glen Apartments in Cross Plains, and have owned and managed this 59 unit development since it's completion in 1989.

With this experience in the market, we feel there is strong demand for quality housing in Cross Plains. Cedar Glen has average 99% occupancy over the past four years for similar style units to the proposed 1400 Bourbon Road project. In searching for rentals in the area there is very limited availability for quality apartment homes in this highly sought after community and school district.

1400 Bourbon Road will contain (13) – One Bedroom Units and (40) – Two Bedroom Units totaling 53 units in a variety of floor plans. This market rate rental community will offer our customers amenities which will include: Elevator, Underground parking, Courtyard Patio area with gas fire pit, Small child play area, fitness facility, access to conservancy area, on-site management, ample parking, in unit laundry, quality maple finishes, individually controlled HVAC with high efficiency gas fired equipment, GE appliances.

With the addition of West Gateway on Main St. and 1400 Bourbon Road to the rental market, we feel the projects will compete for slightly different tenant demographic based on their location and unit mix and market place demand will support both projects and provide housing alternatives the community is seeking.

With occupancy planned for May of 2016, the Rent-up Period is projected to be 6-9 months with estimated stabilization to occur in the first quarter 2017.

Exhibit IX

1400 Bourbon Road Apartments

1400 Bourbon Rd
Cross Plains, WI

Preliminary Added Construction Costs

- **Demolition Costs – (existing site conditions)** **\$36,750**
Includes the demolition of existing house, (5) foundations,
Trees designated for removal or dead

- **Underground Parking – (preserve green space)** **\$722,548**
 - 1. Excavation - \$40,000
 - 2. Precast Concrete - \$351,012
Required to have separation from parking to living space
 - 3. Concrete Foundation - \$175,420
9' walls in lieu of 3'9" frost walls if slab on grade
 - 4. Waterproofing - \$45,591
Required with foundation in lieu of slab on grade
 - 5. Cast Underlayment - \$31,563
Required over precast in lieu of slab on grade
 - 6. Mechanicals - \$35,000
Lighting and Ventilation
 - 7. Overhead Door & Walk Doors - \$9,216
 - 8. Additional Elevator Stop - \$10,000
 - 9. Draintile - \$4,746

- **Site Improvements** **\$294,605**
 - 1. Earthwork & Storm Water ⁽¹⁾ - \$106,647
 - 2. Sewer & Water - \$39,176
 - 3. Asphalt Paving - \$57,750
 - 4. Site Concrete - \$11,450
 - 5. Landscaping - \$79,582

(1) Note Storm Water Management system has not been designed to date

EXHIBIT X - 1400 Bourbon Rd



Feel Good Banking.

April 13, 2015

To: Village of Cross Plains

From: Oregon Community Bank

RE: Tax Incremental Financing: Proposed 53 Unit Apartment Project 1400 Bourbon Rd, Cross Plains

Oregon Community Bank has received financial information related to the proposed 53 Unit multi-family project in Cross Plains, WI. This letter is to confirm that based on the bank's review of this information, Gallina Corporation has sufficient financial resources to obtain a loan for \$4,239,900.00 for the purpose of constructing the 53 unit multi-family project located at 1400 Bourbon Rd, Cross Plains, WI.

This is not a commitment to provide financing. It is a general statement related to the project.

For additional information on this or to discuss this with the bank, please contact:

Steve Peotter
Oregon Community Bank
President/CEO
608 835 3168

Signed:

A handwritten signature in black ink, appearing to read "Steve Peotter", is written over a horizontal line.

Steve Peotter, President & CEO

SERVICE DATE
Apr 23, 2015

PUBLIC SERVICE COMMISSION OF WISCONSIN

Application of Cross Plains Water Utility, Dane County, Wisconsin, for
Authority to Increase Water Rates

1450-WR-102

NOTICE OF PROCEEDING

THIS IS A PROCEEDING to consider the application of the Cross Plains Water Utility, Dane County, Wisconsin, for authority to increase water rates. The Commission opens this docket by its authority under Wis. Stat. ch. 196.

The Cross Plains Water Utility requested an overall increase in annual revenues of \$83,511, or an increase of 24 percent over present revenues. The Commission will determine the actual level of the revenue requirement after reviewing the application and holding a hearing. The hearing will be scheduled at a later date. If the Commission authorizes an increase, any impact to individual customers may vary with usage and the ultimate rates authorized by the Commission.

The Cross Plains Water Utility is responsible for giving notice to its customers of the filing of its application with the Commission and, pursuant to Wis. Admin. Code § PSC 2.10, for producing proof of notice no later than 3 days prior to the hearing.

This is a Class 1 proceeding as defined in Wis. Stat. § 227.01(3)(a).

DOCUMENTS. All documents in this docket are filed on the Commission's Electronic Regulatory Filing (ERF) system. To view these documents: (1) go to the Commission's web site at <http://psc.wi.gov>, (2) enter "1450-WR-102" in the box labeled "Link Directly to a Case," and (3) select "GO."

PUBLIC PARTICIPATION. A person may participate either as a member of the public, or as a party. The Commission will provide an opportunity for any member of the public to offer an opinion on this matter either in writing, or in-person at a public hearing. A member of the public may participate without becoming a party to the proceeding. Parties participate by intervening (see below) and offering, at a trial-type hearing, expert witnesses and other technical evidence, prepared and filed in advance. A party may also conduct discovery and cross-examine witnesses. The Commission shall provide notice of when, where, and how members of the public and parties may participate in this proceeding at a future date.

Docket 1450-WR-102

INTERVENTION. Any person desiring to become a party shall file a request for party status, known as a request to intervene, under Wis. Stat. § 227.44(2m) and Wis. Admin. Code § PSC 2.21 no later than 14 days from the date of service of this notice using the ERF system.

To file such a request, go to the Commission's web site at <http://psc.wi.gov>, click on the "ERF - Electronic Regulatory Filing" graphic on the side menu bar. On the next page, click on "Need Help?" for instructions on how to upload a document.

A person desiring to become a party who lacks access to the Internet shall make a request to intervene by U.S. mail addressed to:

Docket 1450-WR-102 Intervention Request
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

At the time of filing, the person making the request to intervene shall serve a copy of the request on existing parties. An existing party may respond to the request within five days of service. A party wishing to request intervenor compensation should do so as soon as practicable.

WISCONSIN ENVIRONMENTAL POLICY ACT. This is a Type III action under Wis. Admin. Code § PSC 4.10(3). The Commission will review the potential environmental effects of the project. Type III actions normally do not require the preparation of an environmental impact statement under Wis. Stat. § 1.11 or an environmental assessment.

ASSESSMENT. The Commission considers it necessary, in order to carry out its duties, to investigate all books, accounts, practices, and activities of the applicant. The expenses incurred or to be incurred by the Commission that are reasonably attributable to such an investigation will be assessed against and collected from the applicant in accordance with the provisions of Wis. Stat. § 196.85 and Wis. Admin. Code ch. PSC 5.

AMERICANS WITH DISABILITIES ACT. The Commission does not discriminate on the basis of disability in the provision of programs, services, or employment. Any person with a disability who needs accommodations to participate in this proceeding or who needs to obtain this document in a different format should contact the docket coordinator listed below. Any hearing location is accessible to people in wheelchairs. The Public Service Commission Building is accessible to people in wheelchairs through the Whitney Way first floor (lobby) entrance. Parking for people with disabilities is available on the south side of the building.

Docket 1450-WR-102

CONTACT. Please direct questions about this docket or requests for additional accommodations for the disabled to the Commission's docket coordinator, Alex Hanna, at (608) 267-2336 or Alex.Hanna@wisconsin.gov.

Dated at Madison, Wisconsin, this 23rd day of April, 2015.

By the Commission:

A handwritten signature in cursive script that reads "Sandra J. Paske".

Sandra J. Paske
Secretary to the Commission

SJP:pc DL:00966343



State of Wisconsin / OFFICE OF THE COMMISSIONER OF INSURANCE

Scott Walker, Governor
Theodore K. Nickel, Commissioner

Wisconsin.gov

Local Government Property Insurance Fund

125 South Webster Street • P.O. Box 7873
Madison, Wisconsin 53707-7873
Phone: (608) 264-8118 • Fax: (608) 264-6220
E-Mail: Brynn.BruijnHansen@wisconsin.gov
Web Address: oci.wi.gov

April 22, 2015

Village Of Cross Plains
Matt Schuenke
2417 Brewery Road
PO Box 97
Cross Plains, WI 53528-0097

Re: Dissolution of the LGPIF

Dear Policyholder,

We are finally at a point in the State Budget process where we feel that it is appropriate to communicate to our policyholders what we know regarding the future of the LGPIF. As most of you are aware the governor proposed closing the LGPIF in his bi-annual budget. The Joint Finance Committee has affirmed this budget item, with the modification to the actual ending date. Although the budget process has not been completed, LGPIF has decided to take action based upon the unanimous vote of the Joint Finance Committee affirming the Governor's Budget.

AMI Risk Consultants conducted an in-depth analysis of the Fund's current rate structure, and recommended that the Fund increase its overall rate by 45%, assuming the Fund would continue operations, or 85% should the Fund be dissolved. These rate increases are to the Fund in its entirety, individual policyholder rate changes will vary. Considering the vote taken by the Joint Finance Committee, management has decided to proceed under the assumption the Fund will be dissolved. This rate increase will be effective July 1st, 2015. The ASU Group will be mailing Altered Terms letters in accordance with s.631.36, Wisconsin Statutes.

The Fund recognizes that municipalities may choose to place their coverage elsewhere and may face challenges to find coverage before their renewal date. The Fund will be suspending its short term cancellation clause (SECTION VIII-CONDITIONS, B – **Termination of Policy**) for those insureds that renew from July 1st, 2015 to September 30th, 2015.

If you have questions about any of the above changes, please contact the Fund Administrator at 877-229-0009, or the undersigned at (608) 264-8118, or email me at Brynn.BruijnHansen@wisconsin.gov.

Sincerely,

Brynn Bruijn-Hansen
Insurance Program Manager
Local Government Property Insurance Fund

Matt Schuenke

From: Matt Schuenke
Sent: Tuesday, April 28, 2015 7:27 AM
To: 'Tammy Yager'
Subject: RE: Local Government Property Fund
Attachments: Property Insurance Fund Update

I received the letter yesterday giving notice to what you describe below. I would like to pursue the attached plan if it comes to fruition in time for us.

Matt Schuenke
(608) 798-3241

From: Tammy Yager [<mailto:yager@tebrennan.com>]
Sent: Monday, April 13, 2015 9:01 AM
To: Matt Schuenke
Subject: Local Government Property Fund

Matt

I know the Village does not renew until December but I wanted to make you aware of the renewal potential increases. In case you have not heard – the Local Government Property Fund intends to send out renewal notices showing a 45% premium increase for all July 1, 2015 business. Please feel free to contact me with any questions.

Regards,
Tammy Yager, CPCU



T.E. Brennan Company
330 S. Executive Drive, Suite 301
Brookfield, WI 53005-4275
Phone: 262-754-1160
Fax: 262-754-1161
www.tebrennan.com

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David Benforato
Village Trustee
Village of Shorewood Hills

David De Angelis
Village Manager
Village of Elm Grove

Ronald Hayward
Village President
Village of West Milwaukee

Kathleen Morse
Clerk/Treasurer
City of Rice Lake

Mark Rohloff
City Manager
City of Oshkosh

Zachary Vruwink
Mayor
City of Wisconsin Rapids

Jerry Deschane
Executive Director
League of Wisconsin
Municipalities

Officer

Dennis Tweedale
Chief Executive Officer
League of Wisconsin
Municipalities
Mutual Insurance

402 Gammon Place
Suite 225
Madison, WI 53719

608.833.9595 p
608.833.8088 f
dennis@lwmmi.org
www.lwmmi.org

April 27, 2015

TO: LWMMI / LGPIF Insureds

FROM: Dennis Tweedale

RE: PROPERTY INSURANCE UPDATE #3

What has changed since the last update?

First, LWMMI has joined with two other Municipal Mutuals – Cities and Villages Mutual Insurance Company (CVMIC) and Wisconsin Municipal Mutual Insurance Company (WMMIC) – to create a Wisconsin municipal property insurance carrier. Combined the 340 LWMMI, CVMIC and WMMIC insureds in the Local Government Property Insurance Fund (LGPIF) have current premiums of \$9.3 million and insured values of \$16 billion.

This combined size makes the shared cost of creating and operating a property insurance carrier reasonable.

Second, the incorporation papers to create the new company, tentatively named Municipal Property Insurance Company (MPIC), will be filed with the Office of the Commissioner of Insurance within two weeks. If the approval process goes smoothly, we expect to issue insurance policies by October 1, 2015.

Third, the Legislative Joint Finance Committee recommended extending the renewal of LGPIF policies through December 31, 2017, meaning the fund will cease to do business other than paying claims as of January 1, 2019.

Fourth, estimated rate increases recommended by the LGPIF advisory committee are in excess of 60% for renewal policies as of July 1, 2015. Hence, we are moving as fast as possible to create a competitively priced alternative to LGPIF.

Fifth, if you have a LGPIF policy that renews between July 1 and October 1, 2015, we recommend you take a larger deductible to reduce the effects of the premium increase. We expect the MPIC rates will be substantially less than the July 1 LGPIF rates. When licensed to write coverage MPIC will help you change coverage from LGPIF to our new Wisconsin municipal property insurer.



LWMMI

League of Wisconsin Municipalities Mutual Insurance

Directors

David Benforado
Village Trustee
Village of Shorewood Hills

David De Angelis
Village Manager
Village of Elm Grove

Ronald Hayward
Village President
Village of West Milwaukee

Kathleen Morse
Clerk/Treasurer
City of Rice Lake

Mark Rohloff
City Manager
City of Oshkosh

Zachary Vruwink
Mayor
City of Wisconsin Rapids

Jerry Deschane
Executive Director
League of Wisconsin
Municipalities

Officer
Dennis Tweedale
Chief Executive Officer
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Mutual Insurance

402 Gammon Place
Suite 225
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608.833.9595 p
608.833.8088 f
dennis@lwmmi.org
www.lwmmi.org

Key Concepts and Goals

- ✓ Municipalities will be provided with a stable, long-term solution for their property insurance
- ✓ Broad coverages will be available that are specifically designed to address the property insurance needs of municipalities in our state
- ✓ This newly formed commercial carrier will be 100% owned and managed by three companies that understand and exist only to serve the needs of Wisconsin Municipalities
- ✓ By combining resources and utilizing a cost-effective structure, MPIC's expense ratio will create a lasting competitive advantage
- ✓ Municipalities currently insured by the Fund will be provided with a commercial option that closely resembles the very positive aspects of the Fund in terms of coverages and service level, and will create the least disruption for municipalities as they transition out of the Fund

As always call or send an E-Mail to me with questions you may have.

Sincerely,



Dennis Tweedale, CEO

CC: Mike DeMoss, Executive Director, CVMIC
Dean Boes, Executive Director, WMMIC
LWMMI Directors

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
3911 Fish Hatchery Road
Fitchburg WI 53711-5397

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



April 28, 2015

Tom Pientka
Zander Place LLC
901 Deming way
Madison WI 53717

KEEP THIS DOCUMENT WITH YOUR PROPERTY RECORDS

SUBJECT: Final Case Closure with Continuing Obligations
Zander's Creamery, 1300 Main Street, Cross Plains, Wisconsin
BRRTs Activity Number: 02-13-563098

Very Good!
→

Dear: Mr. Pientka:

The Department of Natural Resources (DNR) considers the Zander Creamery site closed, with continuing obligations. No further investigation or remediation is required at this time. However, you, future property owners, and occupants of the property must comply with the continuing obligations as explained in the conditions of closure in this letter. Please read over this letter closely to ensure that you comply with all conditions and other on-going requirements. Provide this letter to anyone who purchases, rents or leases this property from you. For residential property transactions, you may be required to make disclosures under s. 709.02, Wis. Stats.

This final closure decision is based on the correspondence and data provided, and is issued under chs. NR 726 and 727, Wis. Adm. Code. The South Central Region (SCR) Closure Committee reviewed the request for closure on April 7, 2015. The Committee reviewed this environmental remediation case for compliance with state laws and standards to maintain consistency in the closure of these cases. The conditions of closure and continuing obligations required were based on the property being used for residential purposes.

Continuing Obligations

The continuing obligations for this site are summarized below. Further details on actions required are found in the section Closure Conditions.

- Residual soil contamination exists that must be properly managed should it be excavated or removed.

The DNR fact sheet, "Continuing Obligations for Environmental Protection", RR-819, helps to explain a property owner's responsibility for continuing obligations on their property. The fact sheet may be obtained at <http://dnr.wi.gov/files/PDF/pubs/rr/RR819.pdf>.

Geographic Information System (GIS) Registry

This site will be included on the Bureau for Remediation and Redevelopment Tracking System (BRRTS on the Web) at <http://dnr.wi.gov/topic/Brownfields/clean.html>, to provide public notice of residual contamination and of any continuing obligations. The site can also be viewed on the Remediation and Redevelopment Sites Map (RRSM), a map view, under the GIS Registry layer, at the same web address.

DNR approval prior to well construction or reconstruction is required for all sites shown on the GIS Registry, in accordance with s. NR 812.09 (4) (w), Wis. Adm. Code. This requirement applies to private drinking water wells and high capacity wells. To obtain approval, complete and submit Form 3300-254 to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line at <http://dnr.wi.gov/topic/wells/documents/3300254.pdf>.

All site information is also on file at the SCR Regional DNR office, at 3911 Fish Hatchery Road, Fitchburg, Wisconsin. This letter and information that was submitted with your closure request application can be found as a Portable Document Format (PDF) file in BRRTS on the Web.

Closure Conditions

Compliance with the requirements of this letter is a responsibility to which you and any subsequent property owners must adhere. DNR staff will conduct periodic prearranged inspections to ensure that the conditions included in this letter are met. If these requirements are not followed, the DNR may take enforcement action under s. 292.11, Wis. Stats., to ensure compliance with the specified requirements, limitations or other conditions related to the property.

Residual Soil Contamination (ch. NR 718, chs. 500 to 536, Wis. Adm. Code or ch. 289, Wis. Stats.)

Soil contamination remains on site as described in the site closure request. If soil in the specific locations described above is excavated in the future, the property owner or right-of-way holder at the time of excavation must sample and analyze the excavated soil to determine if contamination remains. If sampling confirms that contamination is present, the property owner or right-of-way holder at the time of excavation will need to determine whether the material is considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable standards and rules. Contaminated soil may be managed in accordance with ch. NR 718, Wis. Adm. Code, with prior DNR approval.

In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken to prevent a direct contact health threat to humans.

In Closing

Please be aware that the case may be reopened pursuant to s. NR 727.13, Wis. Adm. Code, for any of the following situations:

- if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment,
- if the property owner does not comply with the conditions of closure, with any deed restrictions applied to the property, or with a certificate of completion issued under s. 292.15, Wis. Stats., or
- a property owner fails to maintain or comply with a continuing obligation (imposed under this closure approval letter).

The DNR appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Michael Schmoller at 608-275-3303.

Sincerely,



Linda Hanefeld
South Central Region Remediation and Redevelopment Team Supervisor