

*******PLEASE NOTE CHANGE IN DATE*******

**AGENDA
SPECIAL MEETING
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 202
Monday, December 19, 2011 - 6:30 pm**

**Chairman: Michael J. Orth Vice Chair: Rocco J. LaMacchia, Sr.
Commissioner: Jesse L. Downing Commissioner: Anthony Kennedy
Commissioner: Lawrence Green**

**Call to Order
Roll Call**

A. APPROVAL OF MINUTES

A-1. Approval of the minutes of the meeting held on December 12, 2011.

C. REFERRED TO COMMISSION

C-1. Approval of Vacant Land Sale and Leaseback Agreement between the City and New Cingular Wireless PCS, LLC for Property Located at 1613 Washington Road.
(Fin-Recommendations Pending)

C-2. Approval of Lease Agreement between the City and New Cingular Wireless PCS, LLC.

**DIRECTOR AND/OR SUPERINTENDENT COMMENTS
CITIZEN COMMENTS/COMMISSIONER COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW**

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4052 BEFORE THIS MEETING

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING. AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

BOARD OF PARK COMMISSIONERS
Minutes of Meeting held Monday, December 12, 2011

A meeting of the Board of Park Commissioners was held on Monday, December 12, 2011, in Room 202 of the Kenosha Municipal Building. The meeting was called to order at 5:01 pm by Chairman Orth.

At roll call, the following members were present: Commissioners LaMacchia, Downing, Kennedy and Green. Staff members in attendance were Jeff Warnock, Parks Superintendent and Shelly Billingsley, Assistant City Engineer.

It was moved by Commissioner LaMacchia, seconded by Commissioner Green, to approve the minutes from the meeting held on Monday, November 14, 2011. Motion passed unanimously.

C-1 Acceptance of Project 10-1411 Parks Field Office Building Painting (3607 & 3617 65th Street) which has been satisfactorily completed by Nehl's Painting (Kenosha, Wisconsin), in the amount of \$27,880.00. (District 11) (PW-Ayes 5:Noes 0)
It was moved by Commissioner LaMacchia, seconded by Commissioner Green, to approve. Motion passed unanimously.

C-2. Approval of 2012 Pool & Golf Fees.
Staff/Commissioner: Jeff Warnock spoke.
It was moved by Commissioner Green, seconded by Commissioner LaMacchia, to approve. Motion passed unanimously.

C-3. Reschedule of December 26, 2011 meeting.
Chairman Orth canceled the meeting. If there are agenda items a meeting will be scheduled January 4, 2012.

INFORMATIONAL ITEMS:

1. Stewardship Grant Applications Status – Shelly Billingsley gave an update.
2. Union Park Sculpture Update – Jeff Warnock gave an update on the Sculpture process. He also noted that he will get photos with the size and dimensions to the Committee.
3. Process for Naming of Parks – Chairman Orth commented on how they should consider renaming some of the Parks and what the process is. Commissioner Downing noted to make sure the Parks are in the right Districts after the redistricting is in place.
4. Displays in Civic Center Park – Jeff Warnock spoke about the displays and the cost over the past years for the electric.
5. Presentation on Golf Course Concessions – Peter Gochis spoke about his proposal for the Golf Course and the Concessions. Chairman Orth would like to talk about this over the winter months and requested Mr. Gochis to have a plan ready for the Committee to review at the January 9, 2012 meeting.

DIRECTOR/SUPERINTENDENT COMMENTS: Jeff Warnock updated on Poerio Park and snow plowing. He also commented on having Ice Rinks placed at the Golf Course and Pennoyer Park. As well as dredging at Lincoln Lagoon for Ice Skating.

CITIZEN/COMMISSIONERS COMMENTS: John Fox spoke about the Parks in Kenosha. Chairman Orth commented on the back stop at Petzke Park being taken down and the possibility of having that back stop put up at Bullen School. He also noted that snow incidents should be reported on SeeClickFix, along with the pictures that are taken.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at 5:53 pm.

VACANT LAND SALE AND LEASEBACK AGREEMENT

THIS VACANT LAND SALE AND LEASEBACK AGREEMENT (this "Agreement") is made and entered into effective as of the date of last signature below (the "Effective Date"), by and between **New Cingular Wireless PCS, LLC** d/b/a AT&T Wireless ("NCWPCS"), a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, and the **City of Kenosha**, a Wisconsin municipal corporation, and the **Board of Park Commissioners for the City of Kenosha**, a Wisconsin municipal corporation, (hereinafter referred to together as the "**City**") having a mailing address of City of Kenosha Municipal Building c/o City Clerk, Room 105, 625 52nd Street, Kenosha, Wisconsin 53140.

WHEREAS, NCWPCS has previously entered into a binding offer to purchase, a copy of which is attached hereto as Exhibit A (the "Offer"), for the purchase of certain real property commonly known as 1613 Washington Road in the City of Kenosha, State of Wisconsin, Tax Parcel No. 11-223-30-377-006 ("Property") from its current owner, Zerovec Properties, LLC, a Wisconsin limited liability company (the "Seller"); and

WHEREAS, the City owns the real property adjacent to the Property, which is utilized as a public park (the "Park"); and

WHEREAS, NCWPCS intends to purchase the Property and raze the improvements now located on the Property, for the purpose of erecting and maintaining a one hundred fifty foot (150) tall monopole structure and associated building, fencing, equipment and other improvements on the Property, which will house AT&T's communications antennas and associated equipment and provide collocation space for third party wireless service providers (the "Communications Facility"); and

WHEREAS, the City has requested that NCWPCS, once it acquires the Property from the Seller and razes the existing improvements, instead convey the Property to the City and lease back from the City approximately two thousand one hundred eighty-four (2,184) square feet of land, consisting of a forty-eight by forty-five and one-half (48' x 45.5') foot parcel, plus easements for access and utilities (the "Leased Parcel"), in order to construct and maintain the Communications Facility, with the balance of the Property to be added to the Park by City; and

WHEREAS, NCWPCS is willing to proceed as the City has proposed under the terms set forth in this Agreement and, therefore, it is to the mutual advantage of the parties hereto to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements set forth herein, City and NCWPCS agree as follows:

1. PURCHASE BY NCWPCS. NCWPCS shall use its good faith best efforts to acquire the Property from the Seller pursuant to the terms of the Offer (the "NCWPCS Acquisition"). In the event that NCWPCS is unable to complete the NCWPCS Acquisition for any reason on or before March 1, 2012 (the "Offer Closing Date"), NCWPCS shall have the right, subject to entering into a mutual written agreement with the Seller, to extend the Offer Closing Date by not more than ninety (90) days (the "Extended Closing Date"), in which case NCWPCS shall promptly notify the City in writing and this Agreement shall continue in full force and effect until the Extended Closing Date. Alternatively, in the event that NCWPCS is

unable to complete the NCWPCS Acquisition for any reason on or before the Offer Closing Date (or the Extended Closing Date, if applicable), NCWPCS shall have the right to terminate this Agreement by providing written notice to the City within ten (10) business days thereafter, in which case this Agreement shall have no further force or effect and neither NCWPCS nor the City shall have any further rights or obligations pursuant to this Agreement.

2. DEMOLITION OF EXISTING IMPROVEMENTS. Within ninety (90) days after the NCWPCS Acquisition takes place, NCWPCS, at its own cost and expense, shall remove all buildings, fences, driveways, sidewalks and other improvements from the Property, including any foundations and basement material, and shall seed the affected area with grass seed (the "Demolition"), but shall leave in tact all exiting trees and other plantings, to the extent possible. Provided that NCWPCS has completed and filed all required applications and related submittals and paid all applicable fees, the City shall promptly issue all necessary licenses and permits for the Demolition and/or use its good faith best efforts to assist NCWPCS in obtaining all such licenses and permits from Kenosha County, the State of Wisconsin or any other applicable governmental authority.

3. CITY'S SUBSEQUENT PURCHASE AND LEASEBACK. Within thirty (30) days the Demolition has been completed, following the NCWPCS Acquisition, the City shall purchase the Property from NCWPCS and shall add the Property to the Park (the "City Acquisition"), at a place designated by City, for a sum equal to: (a) the actual purchase price for the Property, paid by NCWPCS to Seller; (b) the actual closing costs incurred by NCWPCS in the NCWPCS Acquisition, including legal fees, appraisal costs, surveyor fees, title insurance premiums and all other fees and expenses paid by NCWPCS; and (c) all costs incurred by NCWPCS in the Demolition, including all permit fees (collectively the "City Purchase Price"). In no case, however, shall the City Purchase Price exceed One Hundred Fifty Thousand Dollars (\$150,000.00). Simultaneously with the closing of the City Acquisition, the City, as landlord, and NCWPCS, as tenant, shall enter into a lease for the Leased Parcel, in the form attached hereto as Exhibit B (the "Lease"). The City's obligation to pay the City Purchase Price shall be satisfied by the City providing NCWPCS with a rent credit in the Lease, in an amount equal to the City Purchase Price, on a dollar for dollar basis, without any interest or amortization factor (the "Rent Credit"). Once the Rent Credit has been fully exhausted, NCWPCS shall thereafter pay rent to the City in accordance with the terms of the Lease. In the event that the Lease is terminated by NCWPCS following a material breach by the City, the City shall pay to NCWPCS the City Purchase Price, minus the utilized Rent Credit, plus any other damages available to NCWPCS in accordance with the terms of the Lease and applicable law. Should the Lease be terminated by NCWPCS for any reason other than a breach by the City prior to NCWPCS receiving the full Rent Credit, the City shall have no obligation to make additional payments to NCWPCS for the purchase of the Property. In the event that the Lease is terminated by the City following a material breach by NCWPCS, the City shall have such rights as provided in the Lease and by applicable law.

4. ZONING. The City represents that the Property is currently zoned "General Residential" and acknowledges and agrees that NCWPCS shall not be obligated to complete the NCWPCS Acquisition and Demolition or the subsequent City Acquisition and leaseback of the Leased Parcel, unless and until: (a) the City has either rezoned the Leased Parcel or has issued a conditional use permit or variance, and all other necessary licenses and permits, to allow the installation and operation of the Communications Facility by NCWPCS on the Leased Parcel; and (b) the City has used its good faith best efforts to assist NCWPCS and NCWPCS has

actually obtained all required licenses and permits from Kenosha County, the State of Wisconsin, the United States Federal Aviation Administration (“FAA”) and any other applicable governmental authority for the installation and operation of the Communications Facility by NCWPCS on the Leased Parcel.

5. PROPERTY CONDITION. The City acknowledges that the Property is currently owned by the Seller and that NCWPCS has no background or history with the Property. However, NCWPCS has previously exercised certain inspection rights pursuant to the Offer and may conduct further tests or inspections prior to the NCWPCS Acquisition in accordance with the Offer. Furthermore, the Seller has made certain warranties and representations regarding the condition of the Property pursuant to the Offer. Therefore, NCWPCS hereby: (a) assigns to the City the same inspection rights which NCWPCS has pursuant to the Offer; (b) agrees that the City may conduct for itself, within the same time periods set forth in the Offer, any and all inspections and tests on the Property, which NCWPCS may perform itself pursuant to the terms of the Offer prior to the NCWPCS Acquisition; (c) agrees to promptly provide to the City copies of all inspection reports, test results, surveys and any other information NCWPCS has previously obtained or may obtain in the future prior to the NCWPCS Acquisition; and (d) agrees to assign to the City at the City Acquisition closing, the right to directly enforce against the Seller any and all legal rights which NCWPCS may have against the Seller following the NCWPCS Acquisition, as a result of any breach by the Seller of any warranties and/or representations regarding the condition of the Property made by the Seller pursuant to the Offer. However, NCWPCS has not made, and by the Agreement does not make, any warranties or representations of any type to the City regarding the condition of the Property, the contents or conclusions reached in the Property Reports (defined below) or any other matter and all implied warranties are hereby disclaimed. NCWPCS shall transfer the Property to the City in an “AS IS WHERE IS” condition at the City Acquisition closing. In accordance with Subsection (c), above, the City acknowledges that NCWPCS has obtained and has previously provided copies to the City of the following documents (collectively the “Property Reports”):

- (i) Phase I Environmental Site Assessment, prepared by Edge Consulting Engineers, Inc. for Project # 58458, dated May 16, 2011, which covers the Leased Parcel only;
- (ii) Wetland Determination Letter, prepared by Edge Consulting Engineers, Inc. for Project # 58458, dated June 6, 2011;
- (iii) NEPA compliance documentation, prepared by Edge Consulting Engineers, Inc. for Project # 58458, dated August 9, 2011;
- (iv) Determination of No Hazard to Navigation from the FAA, referenced as Aeronautical Study Number 2011-AGL-5823-OE, dated September 9, 2011;
- (v) Certificate of AM Regulatory Compliance, prepared by Matt Butcher, of SiteSafe, Inc., dated September 13, 2001
- (vi) 1-A Certification of latitude, longitude and elevations, prepared by Craig A. Keach of Meridian Surveying, LLC, dated December 9, 2011; and
- (vii) Site Survey prepared by Craig A. Keach of Meridian Surveying, LLC, as job number 6307-B810, dated December 12, 2011.

Prior to the NCWPCS Acquisition, NCWPCS, at its sole cost and expense, shall obtain an expanded Phase I Environmental Site Assessment, prepared by Edge Consulting Engineers, Inc., which examines and reports on the environmental condition of the entire Property (the "Expanded Phase I"). After receipt of the Expanded Phase I, the Mayor of the City has been duly authorized and shall acknowledge in writing that the City staff: (A) has reviewed and accepted the Property Reports and the Expanded Phase I; (B) has conducted such additional inspections and tests as it deems necessary, or has waived its right to conduct additional inspections and tests; and (C) shall accept the Property in an "AS IS WHERE IS" condition. To the extent that the City fails to provide such written acknowledgement, NCWPCS shall not be obligated to complete either the NCWPCS Acquisition or the City Acquisition. To the extent that NCWPCS performs any additional tests or inspections of the Property (in addition to the existing Property Reports and Expanded Phase I) or discovers any material adverse condition on or in the Property during the Demolition or at any other time after the NCWPCS Acquisition, but prior to the City Acquisition, NCWPCS shall provide to the City copies of all such inspection reports, test results, surveys and any other information NCWPCS has obtained and shall correct any such conditions at its own expense, prior to the City Acquisition.

6. NOTICE. Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand, certified mail, return receipt requested, or by fax or e-mail notice, with printed confirmation of transmission, to the addresses indicated below, or such address, fax number or e-mail address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand or certified mail, or the date of transmission, if by fax or e-mail notice, with printed confirmation of transmission.

If to the City: Michael Lemens
Interim Director
Department of Public Works
625 52nd Street, RM 305
Kenosha, Wisconsin 53140
Fax: (262) 653-4010
E-mail: publicworks@kenosha.org

With a copy to: Office of the City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.
Fax: (262) 653-4176
E-mail: cityattorney@kenosha.org

If to NCWPCS: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WI1926
Cell Site Name: Washington (WI)
Fixed Asset No: 10127933
12555 Cingular Way, Suite 1300,
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #WI1926
Cell Site Name: Washington (WI)
Fixed Asset No: 10127933
15 East Midland Ave
Paramus, NJ 07652

And to: Claude J. Krawczyk, Attorney at Law
O'Neil, Cannon, Hollman, DeJong & Laing S.C.
111 E. Wisconsin Avenue, Suite 1400
Milwaukee, Wisconsin 53202
Fax: 414-276-6581
E-mail: claude.krawczyk@wilaw.com

7. **OCCUPANCY.** Occupancy of the entire Property, except the Leased Parcel, shall be given to City at time of the City Acquisition closing unless otherwise provided in this Agreement.

8. **CLOSING PRORATIONS.** The following items shall be prorated at the City Acquisition closing: real estate taxes, based on the most recent assessed value and most recent mil rate, private and municipal charges, if any, and property owner's association assessments, if any.

9. **DELIVERY/RECEIPT.** Unless otherwise stated in this Agreement, any signed document transmitted by facsimile machine (fax) or e-mail shall be treated in all manner and respects as an original document and the signature of any party upon a document transmitted by fax or e-mail shall be considered an original signature. Personal delivery to, or actual receipt by, any named City or NCWPCS contact constitutes personal delivery to, or actual receipt by City or NCWPCS. Once received, a notice cannot be withdrawn by the party delivering the notice without the consent of the party receiving the notice. A party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other party. City and NCWPCS authorize the agents of City and NCWPCS to distribute copies of this Agreement and the Agreement to surveyors, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

10. **TIME IS OF THE ESSENCE.** "Time is of the Essence" as to all dates and deadlines in this Agreement. Failure to perform by the exact date or deadline is a breach of contract.

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

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

12. CONVEYANCE OF TITLE. At the City Acquisition closing, NCWPCS shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: the Lease, municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. NCWPCS further agrees to complete and execute the documents necessary to record the conveyance.

13. FORM OF TITLE EVIDENCE. NCWPCS shall give evidence of title in the form of an owner's policy of title insurance, with a GAP endorsement, in the amount of the City Purchase Price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin.

14. PROVISION OF MERCHANTABLE TITLE. NCWPCS shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to City's attorney or City not less than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate, together with a GAP endorsement at closing.

15. TITLE ACCEPTABLE FOR CLOSING. If title is not acceptable for the City Acquisition closing, City shall notify NCWPCS in writing of objections to title by the time set for the City Acquisition closing. In such event, NCWPCS shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and the time for the City Acquisition closing shall be extended as necessary for this purpose. In the event that NCWPCS is unable to remove said objections, the City shall have five (5) days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for the City Acquisition closing shall be extended accordingly. If the City does not waive the objections, this Agreement shall be null and void. Providing title evidence acceptable for the City Acquisition closing does not extinguish NCWPCS's obligations to give merchantable title to the City.

16. ENTIRE CONTRACT. This Agreement, including any exhibits and amendments to it, contains the entire agreement of the City and NCWPCS regarding the transaction. All prior negotiations and discussions have been merged into this Agreement. This agreement binds and inures to the benefit of the parties to this Agreement and their successors in interest.

17. DEFAULT. NCWPCS and the City each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages or other legal remedies.

If City defaults, NCWPCS may:

- (1) sue for specific performance or,

- (2) terminate the Agreement and sue for actual damages.

If NCWPCS defaults, City may:

- (1) sue for specific performance; or
- (2) terminate the Agreement and sue for actual damages.

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

18. GOVERNING LAW. This Agreement shall each be governed by and construed in accordance with the internal laws of the State of Wisconsin except to the extent superseded by federal law. All actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the state courts within Kenosha County, Wisconsin or the Federal District Court for the Eastern District of Wisconsin. The parties each hereby consent and submit to the jurisdiction of such courts.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability corporation,
By: AT&T Mobility Corporation, Manager

By: _____
(signature)

(print name/title)

Dated: _____

CITY OF KENOSHA, a Wisconsin municipal corporation,

By: _____
Keith G. Bosman, Mayor

By: _____
Michael Higgins, City Clerk/Treasurer

Dated: _____

**THE BOARD OF PARK COMMISSIONERS FOR THE
CITY OF KENOSHA, a Wisconsin Municipal Corporation**

BY: _____
Michael J. Orth, Chairperson

Date: _____

BY: _____
Michael Lemens, Acting Director of Public Works

Date: _____

EXHIBIT A

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON November 8, 2011 [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, New Cingular Wireless PCS, LLC d/b/a AT&T Wireless ("NCWPCS") a Delaware
4 limited liability company, offers to purchase the Property known as [Street Address] 1613 Washington Road
5 Tax Key No.: 11-223-30-377-006 in the City
6 of Kenosha, County of Kenosha Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:
8 ■ **PURCHASE PRICE:** One Hundred Forty-Five Thousand Nine Hundred and 00/100
9 _____ Dollars (\$ 145,900.00).
10 ■ **EARNEST MONEY** of \$ -0- accompanies this Offer and earnest money of \$ 2,000.00
11 will be mailed, or commercially or personally delivered within three (3) days of acceptance to listing broker or
12 Seller's attorney's trust account. The earnest money shall be non-refundable in the event Buyer is unable to satisfy the inspection* (see lines 17-18) .
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
15 the date of this Offer not excluded at lines 17-18, and the following additional items: None
16 _____
17 ■ **NOT INCLUDED IN PURCHASE PRICE:** Seller's personal property, if any, ---*contingency on lines 410-426 or any other contingency in this
18 Offer or Addendum, but must be refunded if Buyer elects per line 287, if this transaction does not close due to a default on the part of Seller .
19 **CAUTION:** Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.
21 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are
22 included/excluded.
23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.
25 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26 running from acceptance provide adequate time for both binding acceptance and performance.
27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before 5:00 p.m. on Tuesday November 15, 2011. Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.
30 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.
34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.
36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.
38 Seller's recipient for delivery (optional): Afty. Paul B. Wokwicz, Wokwicz Law Office, LLC
39 Buyer's recipient for delivery (optional): Claude J. Krawczyk, Esq., O'Neil, Cannon, Hollman, DeJong & Laing S.C.
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (262) 658-4465 Buyer: (414) 276-6581
42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.
45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: 6121 Green Bay Road, Suite 240, Kenosha, WI 53142-2929
48 Delivery address for Buyer: 111 E. Wisconsin Avenue, Suite 1400, Milwaukee, WI 53202-4870
49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): wokwicz@wokwicz.com
54 E-Mail address for Buyer (optional): claud.krawczyk@wilaw.com
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

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

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

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 (Definitions Continued on page 4)

116 **CLOSING** This transaction is to be closed no later than March 1, 2012

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

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:

119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association

120 assessments, fuel and none

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

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

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

124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate

125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE

126 APPLIES IF NO BOX IS CHECKED)

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

128 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior

129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

130

131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**

132 **substantially different than the amount used for proration especially in transactions involving new construction,**

133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**

134 **regarding possible tax changes.**

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on

136 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

137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall

138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation

139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights

141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the

142 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are none

143 _____ . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (~~is not~~) ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization

145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (~~Seller~~) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall

146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for

147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to

149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been

150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,

151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The

152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the

153 contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does

154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of

155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission

156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is

157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding

158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no

160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's

161 Real Estate Condition Report dated * See line 165 _____, which was received by Buyer prior to Buyer

162 signing this Offer and which is made a part of this Offer by reference ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and

163 _____

164 ~~INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT~~

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** * Buyer hereby waives right to a Real Estate Condition Report

166 _____

167 _____

168 _____

169 _____

170 _____

171 _____

172 _____

173 **DEFINITIONS CONTINUED FROM PAGE 2**

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
 186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
 188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
 189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
 190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
 191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
 192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
 193 foundations and docks/piers on permanent foundations.

194 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
 195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
 198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
 199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building
 201 or room dimensions, if material.

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

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 208 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,
 209 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
 210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 215 be held in trust for the sole purpose of restoring the Property.

216 IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

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

218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage

219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an

220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than

221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may

222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance

223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination

224 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed

225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and

226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

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

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

230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per

231 year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal

232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines

234 165-172 or 435-442 or in an addendum attached per line 434.

235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a

236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described

237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no

238 later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to

239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan

240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall

241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of

242 unacceptability.

243 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide

244 the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**

245 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**

246 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this

248 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

249 commitment.

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

251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of

252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is

253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this

254 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

255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain

256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party

258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,

259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering

260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing

261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands

262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an

263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised

265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated

266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon

267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers

268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon

269 purchase price, accompanied by a written notice of termination.

270 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether

271 deadlines provide adequate time for performance.

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

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

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

282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
284 damages.

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

286 (1) sue for specific performance; or

287 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

304 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____
308 _____

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within ____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

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

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: none
321 _____

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

325 **TITLE EVIDENCE**

326 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and none
332 _____

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

337 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may
338 prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making
339 improvements to Property or a use other than the current use.

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

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

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

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

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

369 **EARNEST MONEY**

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

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

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

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

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

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

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

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of Phase I and II environmental assessments, soil condition testing, National Environmental Policy Act (NEPA)
414 report and all other inspections and testing deemed necessary by Buyer (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.
419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well**
420 **as any follow-up inspection(s).**

421 This contingency shall be deemed satisfied unless Buyer, within 120 days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
428 ~~Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of~~
429 ~~Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and~~
430 ~~workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This~~
431 ~~Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)~~
432 ~~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~~
433 ~~or (b) Seller does not timely deliver the written notice of election to cure.~~

434 **ADDENDA:** The attached 2 page Addendum is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum.

436 _____
437 _____
438 _____
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] Claude J. Krawczyk, Esq., O'Neil, Cannon, Hollman, DeJong & Laing S.C.

444 _____ on November 8, 2011

445 (x) *Dennis A. Klone* 11-8-2011

446 Buyer's Signature ▲ Print Name Here ▶ New Cingular Wireless PCS, LLC d/b/a AT&T Wireless Date ▲

447 (x) By: AT&T Mobility Corporation, Manager. Print Name/Title: 11-8-2011

448 Buyer's Signature ▲ Print Name Here ▶ Dennis A. Klone, Mgr. Rent & Art Cons Date ▲

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

450 _____ Broker (By) _____

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

455 (x) *Gary A. Zerovec* 11-11-11

456 Seller's Signature ▲ Print Name Here ▶ Gary A. Zerovec, Member Date ▲

457 (x) *Lynn R. Zerovec* 11-11-11

458 Seller's Signature ▲ Print Name Here ▶ Lynn R. Zerovec, Member Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] _____

460 _____ on _____ at _____ a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____

462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM TO RESIDENTIAL OFFER TO PURCHASE

THIS ADDENDUM TO RESIDENTIAL OFFER TO PURCHASE is made a part of the form WB 11 Residential Offer to Purchase dated November 8, 2011, from **New Cingular Wireless PCS, LLC d/b/a AT&T Wireless**, a Delaware limited liability company ("Buyer"), for the purchase of certain real property commonly known as 1613 Washington Road in the City of Kenosha, State of Wisconsin, Tax Parcel No. 11-223-30-377-006 ("Property") from **Zerovec Properties, LLC**, a Wisconsin limited liability company ("Seller").

1. Seller acknowledges that the City of Kenosha (the "City") and Buyer have or will enter into separate agreements (the "Buyer/City Agreements") and that, pursuant to the Buyer/City Agreements, Buyer intends to: (a) purchase the Property and raze the improvements now located on the Property; (b) convey the Property to the City or one of its sub-units; (c) lease back from the City approximately six hundred (600) square feet of land, consisting of a twenty by thirty (20 x 30) foot parcel, plus easements for access and utilities (the "Leased Parcel"); and (d) erect and maintain on the Leased Parcel a one hundred fifty foot (150) tall monopole structure and associated building, fencing, equipment and other improvements, which will house Buyer's communications antennas and associated equipment and provide collocation space for third party wireless service providers (the "Communications Facility"). Seller further acknowledges that the City intends to dedicate the balance of the Property, other than the Leased Parcel, to the adjacent public park, which is owned by the City or one of its sub-units.

2. Accordingly, Seller hereby agrees: (a) that this Offer is contingent upon the City and Buyer satisfying or waiving all conditions precedent set forth in this Offer, as well as all conditions precedent set forth in the Buyer/City Agreements; (b) that the City shall be a third party beneficiary of this Offer; (c) that Buyer hereby grants to the City the same inspection rights which Buyer has pursuant to this Offer; (d) that, in addition to Buyer's testing, the City, at its option, may conduct for itself, within the same time periods set forth in this Offer, any and all inspections and tests on the Property, which Buyer may perform itself pursuant to the terms of this Offer; (e) to promptly provide to the City copies of all notices, inspection reports, test results, surveys and any other information Seller may obtain pursuant to this Offer; and (f) that the City shall have the right to directly enforce against the Seller any and all legal rights which Buyer may have against the Seller before or after the closing, as a result of any breach by the Seller of any covenants, warranties or representations made by the Seller pursuant to this Offer, the deed of conveyance or any other document.

3. Notices to the City shall be effective as of the date of delivery, if by hand or certified mail, or the date of transmission, if by fax or e-mail notice, with printed confirmation of transmission. Notices shall be sent:

To the City:

Mr. Michael Lemens, Interim Director
Department of Public Works
625 52nd Street, Room 305

Kenosha, Wisconsin 53140
Fax: (262) 653-4010
E-mail: publicworks@kenosha.org

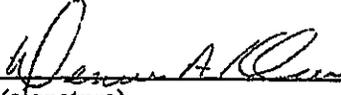
With a copy to:

Atty. William Richardson
Office of the City Attorney
625 - 52nd Street, Room 201
Kenosha, Wisconsin 53140
Fax: (262) 653-4176
E-mail: brichardson@kenosha.org

4. Seller represents that the Property is currently zoned "General Residential" and acknowledges and agrees that Buyer shall not be obligated to complete this transaction unless on or before March 1, 2012: (a) the City has either approved a rezone of the Leased Parcel or has approved a conditional use permit or variance, and all other necessary licenses and permits, to allow the installation and operation of the Communications Facility by Buyer on the Leased Parcel; in either case such rezoning, conditional use permit or variance shall be contingent upon the final closing of this transaction (including the full payment of the purchase price to Seller and Seller's execution and delivery of a recordable warranty deed conveying the Property to Buyer) and no such rezoning, conditional use permit or variance shall be effective in the event this transaction does not close for any reason; and (b) the City has used its good faith best efforts to assist Buyer and Buyer has actually obtained all required licenses and permits from Kenosha County, the State of Wisconsin, the United States Federal Aviation Administration ("FAA") and any other applicable governmental authority for the installation and operation of the Communications Facility by Buyer on the Leased Parcel.

5. Seller shall sign all documents reasonably requested by Buyer or the City and otherwise fully cooperate with Buyer and the City, as reasonably requested, in connection with the inspection rights set forth on lines 410-426 of the Offer and in order to permit Buyer and the City to accomplish all conditions set forth in Section 1, 2 and 4 above, provided that Seller shall not be responsible for any costs or expenses in connection therewith.

New Cingular Wireless PCS, LLC, a Delaware limited liability corporation,
By: AT&T Mobility Corporation, Manager

By: 
(signature)

Dennis A. Clorn Mgr. Real Estate Const
(print name/title)

Dated: 11-8-2011

Zerovec Properties, LLC, a Wisconsin limited liability company

By: Gary A. Zerovec
Gary A. Zerovec, Member

By: Lynn R. Zerovec
Lynn R. Zerovec, Member

Dated: November 11, 2011

EXHIBIT 4

STANDARD ACCESS LETTER

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by the **City of Kenosha**, a Wisconsin municipal corporation, and the **Board of Park Commissioners for the City of Kenosha**, a Wisconsin municipal corporation, having a mailing address of City of Kenosha Municipal Building c/o City Clerk, Room 105, 625 52nd Street, Kenosha, Wisconsin 53140 (hereinafter referred to together as “**Landlord**”) and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as “**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 1613 Washington Road, in the City of Kenosha, State of Wisconsin 53143 (collectively, the “**Property**”). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **PREMISES.** Landlord leases a certain portion of the Property containing approximately two thousand one hundred eighty-four (2,184) square feet with dimensions of forty-eight by forty-five and one-half feet (48’ x 45.5’) including the air space above such room/cabinet/ground space as described on attached **Exhibit 1**, together with all necessary space and easements for access and utilities, as generally described and depicted in the attached **Exhibit 1** (collectively, the “**Premises**”).

2. **PERMITTED USE.** Tenant shall lease the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure not to exceed one hundred fifty (150) feet in height, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the “**Communication Facility**”). Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Tenant agrees that any such installation construction, maintenance, operation, repair, replacement or upgrade shall not result in a lien being placed upon the Premises or Property, and should a lien be placed upon either, Tenant shall take immediate steps to remove said lien. Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous or adjoining Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right, at its sole cost and expense, to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Premises improvements, alterations, upgrades or additions appropriate for Tenant's use (“**Tenant Changes**”). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Premises and to obtain all necessary governmental licenses, permits and approvals for the zoning, placement, construction and operation of the Communication Facility and all Tenant Changes to the Premises from the City of Kenosha, Kenosha County, State of Wisconsin Department of Transportation, United States Federal Communications Commission, United States Federal Aviation Administration and any other governmental entity having appropriate jurisdiction (“**Government Approvals**”). Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of

antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. However, Tenant shall not increase the height of the Communications Facility without first obtaining: (a) the prior written consent of the Landlord; and (b) all required Government Approvals, including but not limited to zoning approval from the City of Kenosha. Tenant acknowledges that the City of Kenosha's existing zoning code does not permit communications structures in excess of one hundred fifty (150) feet. Therefore, Tenant further acknowledges that Landlord may deny its consent to any proposed increase in the height of the Communications Facility in the absence of a variance or a change in the zoning ordinance, which has been lawfully approved by the City of Kenosha Plan Commission and Common Council. Landlord cannot and does not hereby provide any assurances that such a variance or change in the zoning ordinance will ever be so approved. Tenant will be allowed to make such alterations to the Premises in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date of this Agreement (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant is in breach of this Agreement at the time of such renewal or notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) The Initial Term and the Extension Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the Term Commencement Date and monthly thereafter, Tenant will pay City of Kenosha a monthly rental payment of One Thousand Eight Hundred Fifty and No/100 Dollars (\$1,850.00) ("**Rent**"), at the address set forth above. Payment shall be made on or before the fifth (5th) day of each calendar month in advance. Landlord shall be entitled to a late charge equal to ten percent (10%) of the monthly rental obligation for rent paid after the fifth (5th) day of each calendar month. Rent will be prorated for any partial month in which the Premises are occupied by Tenant.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Term exercised, the monthly Rent will increase by three (3 %) over the Rent paid during the previous year, as set forth on **Exhibit 2**, which is attached hereto.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this section shall survive the termination or expiration of this Agreement.

(d) Notwithstanding Sections 4 (a) and 4 (b) above, Tenant shall have no obligation to pay Landlord the monthly rent for the first seventy-four (74) months of the Term, with a partial payment being due in the seventy-fifth (75th) month, and full rent payments due in the seventy-sixth (76th) month and thereafter, all as set forth on the rent and abatement schedule attached hereto as **Exhibit 2**. The parties hereto agree and acknowledge that Tenant's rental obligation during the first seventy-five (75) months of the Term shall be credited to the purchase of the Property by Landlord (or its subunit), pursuant to the Vacant Land Sale and Leaseback Agreement between Tenant and Landlord (or its subunit) dated this same date, a copy of which is attached hereto as **Exhibit 3** (the "**Sale and Leaseback Agreement**").

5. APPROVALS. Landlord agrees that Tenant's ability to use the Property is contingent upon the suitability of the Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government

Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant;

(c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b), 6(a), 6(b), 6(c), 8, 18 or 19 of this Agreement.

(e) any termination of this Agreement by Tenant, other than termination due to breach by Landlord, shall result in Landlord no longer being obligated to make additional payments to Tenant for the purchase of the Property pursuant to the Sale and Leaseback Agreement.

7. **INSURANCE.**

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" Property Insurance for its property's replacement cost; (ii) Commercial General Liability (CGL) Insurance with a limit of liability of Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury and property damage; and (iii) Workers' Compensation Insurance at the statutory limits and Employer's liability in the amount of \$100,000 per accident, \$100,000 disease per employee, and a \$500,000 disease policy limit.

(b) Tenant's CGL coverage shall contain a provision naming the City of Kenosha and Board of Park Commissioners for the City of Kenosha as "additional insureds". Tenant shall provide Landlord with a copy of the endorsement identifying the additional insureds. The insurance policy or policies shall contain a clause that in the event any policy is canceled for any reason the City clerk will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or changes take effect. Said policies shall be issued by an insurance company or companies authorized to do business in the State of Wisconsin and shall have an AM Best Financial Strength Rating of "A-" or better. Tenant prior to executing this Agreement shall furnish a Certificate of Insurance indicating compliance with the foregoing. Annual Certificates of Insurance shall be furnished to the City Clerk throughout the Term of this Agreement. Any subcontractor of Tenant shall also have coverage in the amounts required of Tenant and include like notice requirements and additional insured endorsements.

(c) If for any reason, the insurance coverage required herein lapses and Tenant fails to replace such insurance prior to the lapse date, Landlord may declare this Agreement terminated as of the date no valid insurance policy was in effect. Should Tenant fail to furnish, deliver and maintain such insurance coverage as above provided, Landlord may obtain such insurance coverage and charge Tenant as an additional rental fee, the cost of such insurance coverage plus all reasonable and appropriate administrative charges and incidental expenses associated with the transaction. The failure of Tenant to take out and/or maintain the required insurance shall not relieve Tenant from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of Tenant in Paragraph 9 – Indemnification. Tenant shall provide annual Certificate of Insurance and maintain third party insurance coverage for CGL insurance for claims that exceed Twenty-Five Million Dollars (\$25,000,000.00)

8. INTERFERENCE.

(a) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility or the operations of Tenant. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(b) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord. The parties hereto acknowledge that the Property is a park and the use of the Property in a usual manner shall not trigger the rights or obligations of this paragraph.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Property; (ii) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (iii) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL LAWS.

(a) Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (i) caused by Landlord or its agents that have occurred or which may occur on the Property and (ii) caused by any unrelated third party, that have occurred or which may occur on the Property, provided, however, Landlord shall not be responsible for spills or other releases caused by unrelated third parties if such spill or

release occurs on the Premises after the Effective Date. Tenant shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (x) caused by Tenant or its agents, that have occurred or which may occur on the Property and/or Premises and (y) caused by any unrelated third party which may occur after the Effective Date on the Premises. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from the indemnitor's activities on the Property. The indemnifications in this Section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 11 shall survive the termination or expiration of this Agreement.

(b) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that Tenant or any of Tenant's agents did not cause by any act or omission of Tenant or any of Tenant's agents, and further that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS.

(a) Tenant, at its expense, may use any and all appropriate means of restricting access to the Premises, including, without limitation, the construction of a fence on the Premises subject to applicable permits, requirements and laws. Tenant shall maintain, at its expense, any fence that is constructed on the Premises. Tenant shall allow Landlord's representatives reasonable access to the Premises to ascertain compliance with City Ordinances.

(b) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access to the Property adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cables, and to service the Property and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements").

(c) Tenant shall have twenty-four (24) hours a day, seven (7) days a week access to the Property ("Access") at all times during the Term of this Lease and Landlord agrees to provide Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Property, Tenant shall incur significant damage. Landlord further agrees to provide Tenant with multiple signed copies of the standard access letter in the form attached hereto as **Exhibit 4**, addressed to Landlord's Building and Security Staff, if necessary to allow access to employees and agents of Tenant, with identification. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In connection with such default, in addition to any other rights or remedies available to Tenant under this Lease or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$100.00 per day in consideration of Tenant's damages, including, but not limited to, its lost profits, until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility

constructed, erected or placed on the Property by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Property will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within sixty (60) days of the termination of this Agreement, Tenant will remove those above ground improvements which Landlord, in its sole discretion, desires to have removed. Further, Tenant shall restore the Property to its condition at the time of execution of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant shall, at Tenant's expense, keep and maintain the Premises, the Communication Facility and its own personal property kept on the Premises in good condition and repair, normal wear and tear and casualty excepted, but in all events Tenant shall maintain the Premises, the Communication Facility and its own personal property kept on the Premises in conformity with all applicable laws. Tenant's obligations shall include, but shall not be limited to, construction and maintenance of, and snow removal from, the access easement area included within the Premises.

(b) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property servicing the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service caused by the negligence of Landlord. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Property or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT/SUBLEASE.

(a) Tenant may Assign this Agreement, in whole or in part, to Tenant's parent, subsidiary or affiliate, or to any entity acquiring fifty percent (50%) or more of Tenant's assets. Excepting the foregoing Tenant may not assign this Agreement without written consent of Landlord, such consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations thereunder. Tenant shall provide Landlord with written notice of the name, contact information and relationship of any permitted assignee within thirty (30) days after such assignment.

(b) Tenant shall not be restricted from subleasing tower space on the Communications Facility to third party collocators, who are also licensed by the FCC to operate wireless communications systems (each a "Collocator"). Each Collocator may use the Premises and the Communications Facility only for the Permitted Use, subject to the provisions of this Lease and all applicable federal, state and local laws. Each Collocator shall lease additional ground space on the Property outside of the Premises directly from Landlord in order to operate its communications system and Landlord agrees to negotiate in good faith and enter into a lease with such Collocator (containing such terms and conditions as the Collocator and Landlord may reasonably and mutually agree upon) for the required additional ground space on the Property outside the Premises.

17. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: WI1926; Cell Site Name: Washington (WI)
 Fixed Asset No: 10127933
 12555 Cingular Way, Suite 1300,
 Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site #WI1926 Cell Site Name: Washington (WI)
 Fixed Asset No:10127933
 15 East Midland Ave
 Paramus, NJ 07652

If to Landlord: Office of City Clerk
 Municipal Building, Room 105
 625 52nd Street
 Kenosha, Wisconsin 53140

With a copy to: Board of Park Commissioners
 City of Kenosha Municipal Building
 c/o City Clerk, Room 105
 625 52nd Street
 Kenosha, Wisconsin 53140

With a copy to: Office of the City Attorney
 625 52nd Street, Room 201
 Kenosha, Wisconsin 53140

With a copy to: City of Kenosha Parks Department
Attention: Superintendent of Parks
3617 65th Street
Kenosha, WI 53142

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the following documents to Tenant: (i) a copy of the deed transferring Property to the new landlord; (ii) a new payment direction form, including contact information and phone number(s) for the new landlord. Should Tenant not receive said documents, Tenant shall not be responsible for any failure to pay the new landlord.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within seven (7) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Property unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of Landlord's knowledge of any casualty. If any part of the Communication Facility is damaged by fire or other casualty so as to render the Property unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES. Tenant shall pay any personal property taxes, real property taxes, utility taxes, or any other taxes or fees directly attributable to Tenant's use of the Property. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's use of the Property, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

22. SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted

Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property for non-wireless communication use. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Purchase Offer**"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Subparagraph 22(b), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the State of Wisconsin without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the

extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Property. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Property based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties it being understood that all parties need not sign the same counterpart.

24. REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

LANDLORD:

CITY OF KENOSHA, a Wisconsin municipal corporation

By: _____
Keith G. Bosman, Mayor

Date: _____

By: _____
Michael Higgins, City Clerk/Treasurer

Date: _____

EXHIBIT 1

LEGAL DESCRIPTION OF ENTIRE PROPERTY

Commencing 8 rods due West from the Southwest corner of the "Deacon Weed" road so-called at the point where said road angles East and Northerly on the Southwest ¼ of Section 30 in Town 2 North of Range 23 East, on a line due West of the South line of said road; thence South 20 rods; thence East 20 rods; then North 20 rods; thence West 20 rods on the line of said road to the place of beginning; and also that part of the North ½ of the South ½ of the Southwest ¼ of said Section 30 which lies North of the parcel above described said premises containing in all about 3 acres of land; and lying and being in the Eighth Ward of the City of Kenosha, in the County and State aforesaid.

Address: 1613 Washington Road; Tax Key No. 11-4-223-30-377-006

LEGAL DESCRIPTION OF PREMISES

GROUND SPACE

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 2,184 square feet (0.050 acres) of land and being described by:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet to the point of beginning; thence N78°-50'-34"E 45.50 feet; thence S11°-09'-26"E 48.00 feet; thence S78°-50'-34"W 45.50 feet; thence N11°-09'-26"W 48.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30 FOOT WIDE UTILITY AND INGRESS/EGRESS EASEMENT

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 9,719 square feet (0.223 acres) of land and being Fifteen (15) feet each side of and parallel to the following described line:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1877.23 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 214.52 feet to the point of beginning; thence N78°-50'-34"E 50.00 feet to a point herein after referred to as Point "A"; thence continue N78°-50'-34"E 40.00 feet to the point of termination. Also, beginning at said Point "A"; thence N15°-22'-34"E 78.33 feet; thence N11°-09'-26"W 133.66 feet; thence N02°-58'-08"E 21.99 feet to a point on the Southwesterly Right of Way line of Washington Road and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the Southwesterly Right of Way line of Washington Road

15 FOOT WIDE UTILITY EASEMENT

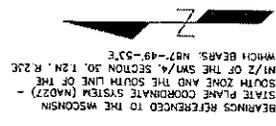
A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 720 square feet (0.016 acres) of land and being 7.5 feet each side of and parallel to the following described line:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet; thence N78°-50'-34"E 53.00 feet to the point of beginning; thence S11°-09'-26"E 48.00 feet to the point of termination.

**See also the attached three page Survey, dated December 9, 2011,
prepared by Craig A. Keach, Meridian Surveying, Inc.,
identified as Project # W11926.**

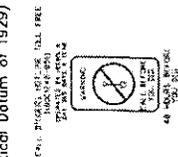
Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAZ27) WHICH BEARS, N87-49-53.7E
 M/2 OF THE SW/4 OF SECTION 30, T.2N, R.2E
 01-29'-29"

PROPOSED TOWER BASE
 LATITUDE: 42-35'-53.37"
 LONGITUDE: 87-49'-42.99"
 (Per North American Datum of 83/91)
 Ground Elevation: 613.0'
 (Per National Geodetic Vertical Datum of 1929)



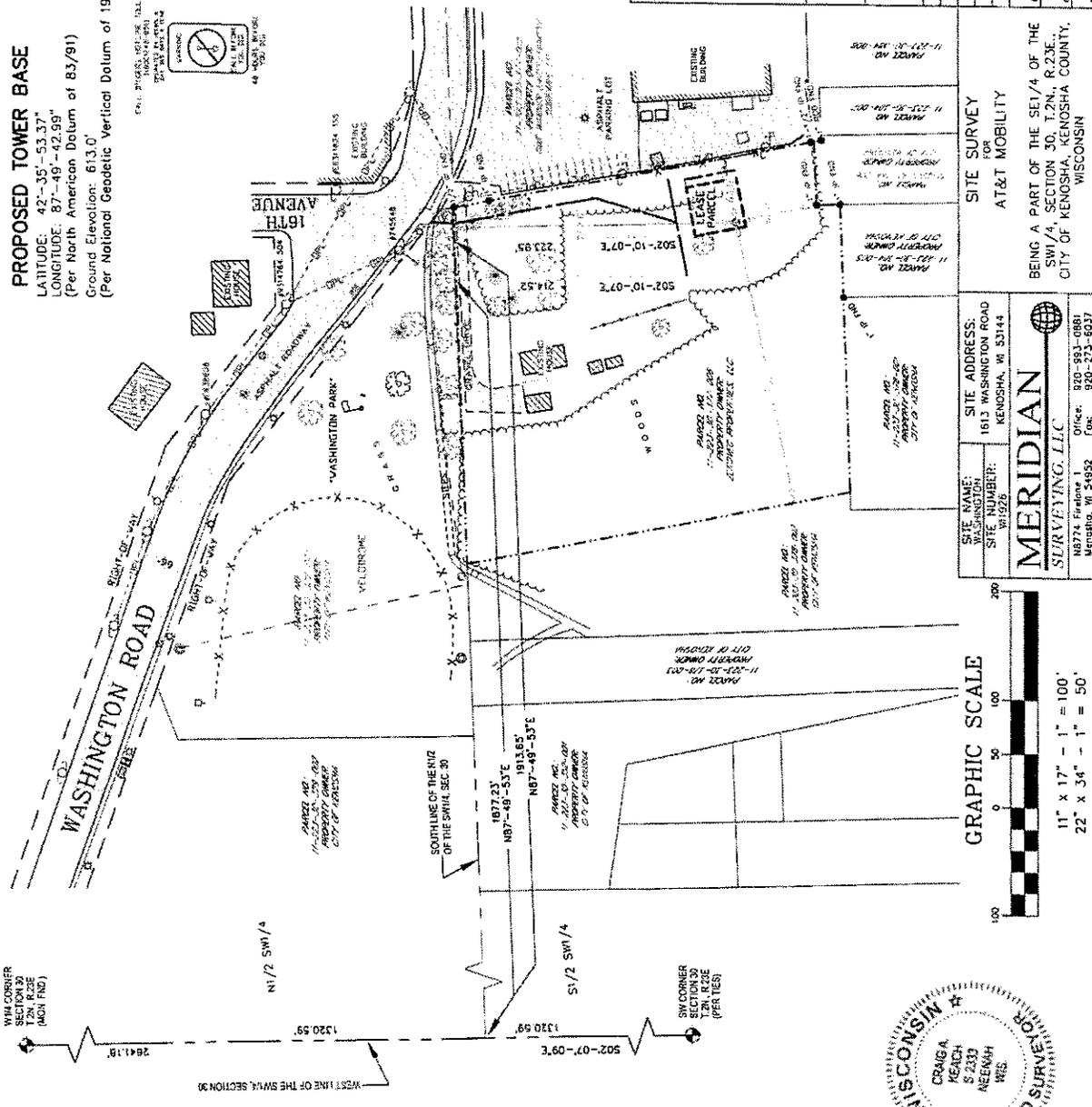
SURVEY NOTES:

- THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY MISJUNCTION OR VARIATION FROM THE LOCATION SHOWN.
- NO TITLE SEARCH FOR PARCEL OWNERSHIP OR EXISTENCE OF EASEMENTS HAS BEEN COMPLETED AS PART OF THIS SURVEY.
- THIS IS NOT A BOUNDARY SURVEY OF THE BARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.
- UTILITY NOTE: THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY MISJUNCTION OR VARIATION FROM THE LOCATION SHOWN.

- VICINITY MAP -

NO.	DATE	DESCRIPTION	BY
1	1-21-10	Preliminary Submittal	JD
2	10-6-11	Revised Easement	JD
3	12-08-11	Revised Lease & Easement	JD
4	12-14-11	Revised Compound	JD

DRAWN BY: JD
 FIELD BOOK: 3-15-11
 CHECKED BY: C.A.K.
 FIELD BOOK: M-20 PG 44
 JOB NO.: 6307-6810
 SHEET: 1 OF 3

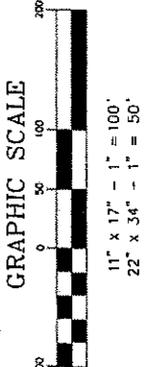


SITE SURVEY
 AT&T MOBILITY

BEING A PART OF THE SE1/4 OF THE SW1/4, SECTION 30, T.2N., R.23E., CITY OF KENOSHA, WISCONSIN

MERIDIAN SURVEYING, LLC
 1613 WASHINGTON ROAD
 KENOSHA, WI 53144

Office: 920-993-0881
 Fax: 920-252-6037



PROJECT- WASHINGTON #W1926
 SURVEYED FOR:
 AT&T MOBILITY
 930 NATIONAL PARKWAY
 SCHAUMBURG, IL 60173

AND:
 SURVEYED FOR:
 EDGE CONSULTING ENGINEERS, INC.
 624 WATER STREET
 PRAIRIE DU SAC, WI 53578

PROPERTY OWNER:
 ZEROVEC PROPERTIES, LLC
 10815 WILMOT ROAD
 PLEASANT PRAIRIE, WI 53158

PARCEL NO.: 11-223-30-377-006
 DEED: DOCUMENT NO. 1375876

- LEGEND -

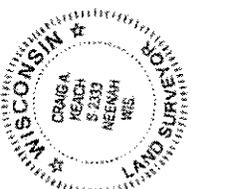
- = 1" X 24" IRON PIPE SET
- = 1" IRON PIPE FOUND
- = 8" NAIL SET
- ◇ = COUNTY MONUMENT FOUND
- ▣ = FLAG POLE
- ⊕ = WATER VALVE
- ⊙ = FIRE HYDRANT
- ⊗ = STORM MANHOLE
- ⊘ = STORM INLET (ROUND)
- ⊙ = CURB STORM INLET
- ⊙ = SANITARY SEWER MANHOLE
- ⊙ = LIGHT POLE
- ⊙ = ELECTRIC METER
- ⊙ = EXISTING POWER POLE
- ⊙ = EXISTING GUY ANCHOR
- ⊙ = OVERHEAD ELEC. & TELE.
- ⊙ = PROPERTY LINE
- ⊙ = B.O.C. = BACK OF CURB
- ⊙ = EXISTING PINE TREE
- ⊙ = EXISTING TREE

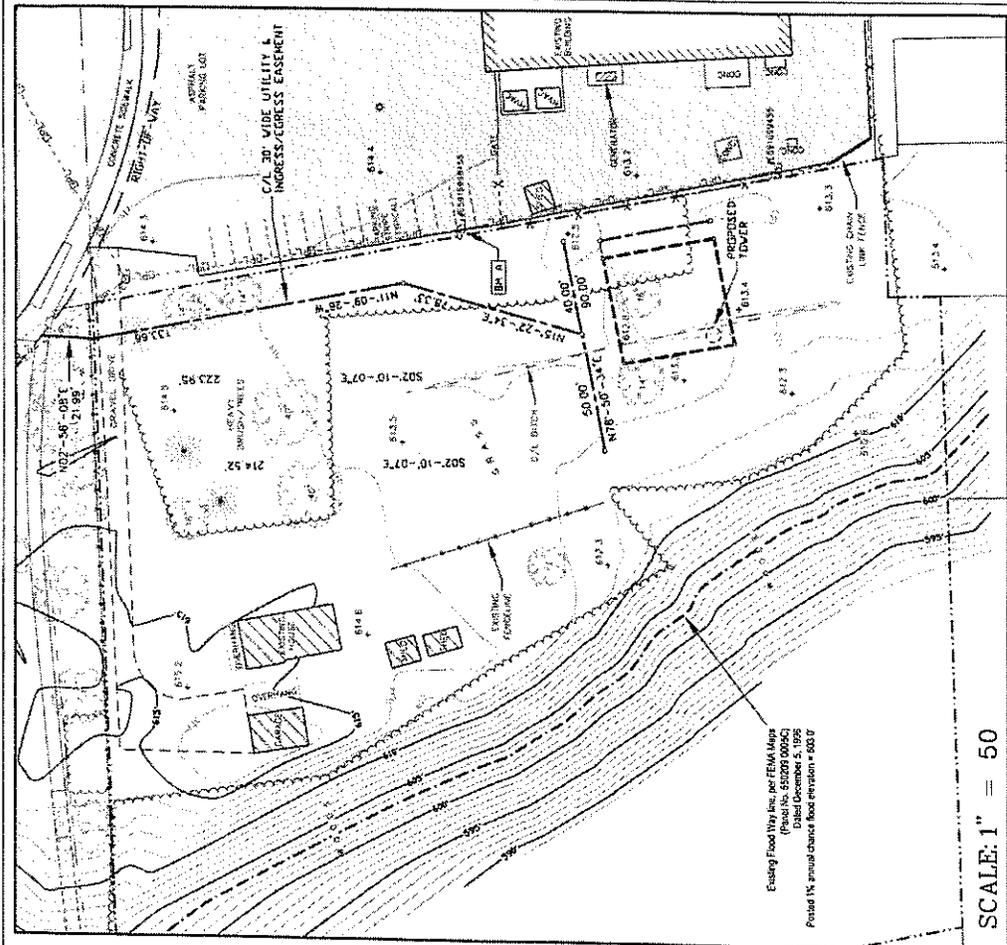
I, Craig A. Keach, hereby certify that none of the property described herein is within a flood plain or wetland area as delineated by FEMA or Wisconsin DNR.

SURVEYORS CERTIFICATE
 I, Craig A. Keach, Wisconsin Registered Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 14th day of December 2011.

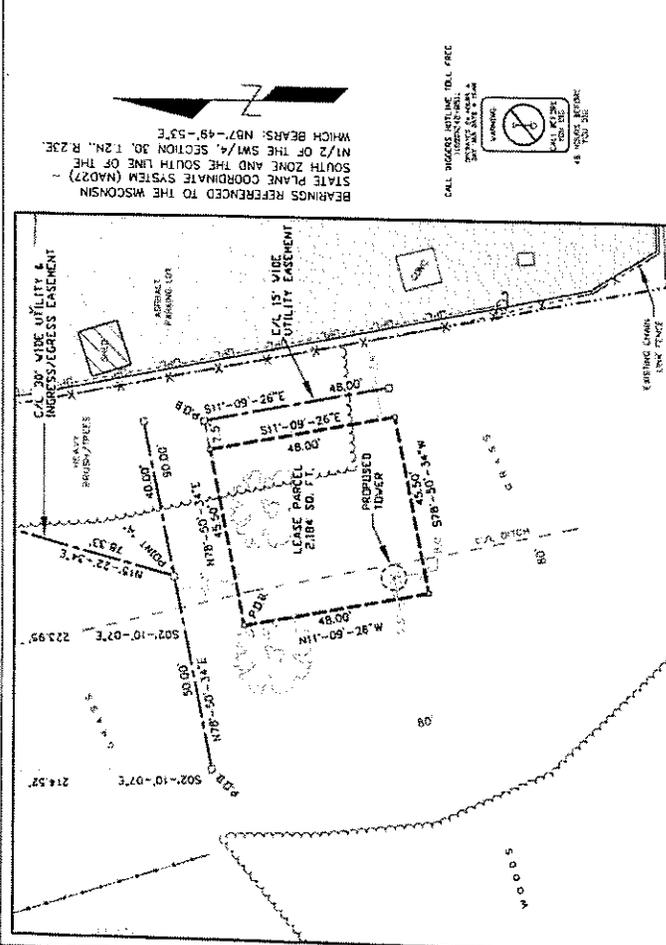
Craig A. Keach
 WISCONSIN REGISTERED LAND SURVEYOR
 #13333





SCALE: 1" = 50'

Existing Flood Way Line per FEMA Maps
(Panel No. 650209 0006C)
Dated December 5, 1995
Proved 1% annual chance flood elevation = 603.0'



GRAPHIC SCALE



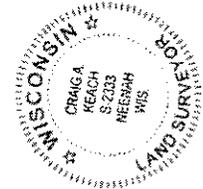
11" x 17" = 1" = 30'
22" x 34" = 1" = 15'

BENCHMARK INFORMATION
SITE BENCHMARK (BM A)
SET 8" NAIL IN NORTH FACE OF POWER POLE
#591688455; ±1.0' ABOVE GROUND LEVEL
ELEVATION: 615.13

I, Craig A. Knoch, hereby certify that none of the property described herein is, within a flood plain or wetlands area as defined by FEMA or Wisconsin DNR.
SURVEYORS CERTIFICATE
I, Craig A. Knoch, Wisconsin Registered Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation based on the best of my knowledge and belief.
Dated this 14th day of December, 2011

Craig A. Knoch
WISCONSIN REGISTERED LAND SURVEYOR
EXPIRES 12/31/13

- LEGEND**
- = 1" x 24" IRON PIPE SET
 - = 1" IRON PIPE FOUND
 - = 8" NAIL SET
 - ⊕ = COUNTY MONUMENT FOUND
 - ⚑ = FLAG POLE
 - ⚓ = WATER VALVE
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 - ⊕ = MANHOLE
 - ⊕ = LIGHT POLE
 - ⊕ = SURVEYORS CERTIFICATE
 - ⊕ = ELECTRIC METER
 - ⊕ = EXISTING POWER POLE
 - ⊕ = EXISTING GUY ANCHOR
 - OPL- = OVERHEAD ELEC. & TELE.
 - - - = PROPERTY LINE
 - B.O.C. = BACK OF CURB
 - ⊕ = EXISTING PINE TREE
 - ⊕ = EXISTING TREE



STATE PLANE COORDINATE SYSTEM (NAD27) SOUTH ZONE AND THE SOUTH LINE OF THE 1/2 OF THE SW 1/4 SECTION 30, T2N., R23E. WHICH BEARS: N67°-48'-53"E

CALL DIMENSIONS OUTLINE ONLY. REC. DIMENSIONS TO CENTERLINE. 48' NORTH BEARING FOR 200'

NO.	DATE	DESCRIPTION	BY
1	1-21-10	Preliminary Submittal	J.D.
2	10-6-11	Revised Easement	J.B.
3	12-08-11	Revised Lease & Easement	J.D.
4	12-14-11	Revised Compasment	J.D.

SITE SURVEY FOR AT&T MOBILITY
BEING A PART OF THE SW 1/4 OF THE SECTION 30, T2N., R23E. CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

MERIDIAN SURVEYING, LLC
1613 WASHINGTON ROAD
KENOSHA, WI 53144
Office: 920-963-0881
Fax: 920-273-8037

LEASE PARCEL

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 2.184 square feet (0.050 acres) of land and being described by:
 Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet to the point of beginning; thence N78°-50'-34"E 45.50 feet; thence S11°-09'-26"E 48.00 feet; thence S78°-50'-34"W 45.50 feet; thence N11°-09'-26"W 48.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30 FOOT WIDE UTILITY AND INGRESS/EGRESS EASEMENT

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 9,719 square feet (0.223 acres) of land and being Fifteen (15) feet each side of and parallel to the following described line:
 Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1877.23 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 214.52 feet to the point of beginning; thence N78°-50'-34"E 50.00 feet to a point herein after referred to as Point "A"; thence continue N78°-50'-34"E 40.00 feet to the point of termination. Also, beginning at said Point "A"; thence N15°-22'-34"E 78.33 feet; thence N11°-09'-26"W 133.66 feet; thence N02°-58'-08"E 21.99 feet to a point on the Southwesterly Right of Way line of Washington Road and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the Southwesterly Right of Way line of Washington Road

15 FOOT WIDE UTILITY EASEMENT

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 720 square feet (0.016 acres) of land and being 7.5 feet each side of land parallel to the following described line:
 Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet; thence N78°-50'-34"E 53.00 feet to the point of beginning; thence S11°-09'-26"E 48.00 feet to the point of termination.

WISCONSIN
 CRAIG A. REACH
 REAL ESTATE
 BROKER
 1000 W. WASHINGTON
 KENOSHA, WI 53144
 DECEMBER 14, 2011

SITE NAME: WASHINGTON ROAD		SITE ADDRESS: 1613 WASHINGTON ROAD KENOSHA, WI 53144		SITE SURVEY FOR AT&T MOBILITY	
SITE NUMBER: WI1925		MERIDIAN SURVEYING, LLC 18774 Frelone 1 Office: 920-993-0881 Menasha, WI 54952 Fax: 920-273-6037		BEING A PART OF THE SE1/4 OF THE SW1/4 SECTION 30, T.2N., R.23E. CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.	

4	12-14-11	Revised Compand	J.D.
3	12-08-11	Revised Lease & Easement	J.D.
2	10-6-11	Revised Easement	J.D.
1	1-21-10	Preliminary Submittal	J.D.
NO	DATE	DESCRIPTION	BY
DRAWN BY:	J.D.	FIELD WORK: 3-15-11	
CHECKED BY:	C.A.K.	FIELD WORK: 4-20-11	
JOB NO.:	6307-8810	SHEET:	3 OF 3

EXHIBIT 2**RENT AND RENT ABATEMENT**

Months	3 % Increase	Monthly Rent	Abated Rent
1 – 12	N/A	\$1,850.00	\$22,200.00
13 – 24	\$55.50	\$1,905.50	\$22,866.00
25 – 36	\$57.17	\$1,962.67	\$23,552.04
37 – 48	\$58.88	\$2,021.55	\$24,258.60
49 – 60	\$60.65	\$2,082.20	\$24,986.40
61 – 72	\$62.47	\$2,144.67	\$25,736.04
73 – 74	\$64.34	\$2,209.01	\$4,418.02
75	N/A	\$1,982.90	\$1,982.90
TOTAL ABATED RENT	N/A	N/A	\$150,000.00
75	N/A	\$226.11	\$0.00
76 - 84	N/A	\$2,209.01	\$0.00
85 – 96	\$66.27	\$2,275.28	\$0.00
97 – 108	\$68.26	\$2,343.54	\$0.00
109 -120	\$70.31	\$2,413.85	\$0.00
121 - 132	\$72.42	\$2,486.27	\$0.00
133 – 144	\$74.59	\$2,560.86	\$0.00
145 – 156	\$76.83	\$2,637.69	\$0.00
157 – 168	\$79.13	\$2,716.82	\$0.00
169 – 180	\$81.50	\$2,798.32	\$0.00
181 – 192	\$83.95	\$2,882.27	\$0.00
193 – 204	\$86.47	\$2,968.74	\$0.00
205 – 216	\$89.06	\$3,057.80	\$0.00
217 – 228	\$91.73	\$3,149.53	\$0.00
229 – 240	\$94.49	\$3,244.02	\$0.00
241 – 252	\$97.32	\$3,341.34	\$0.00
253 – 264	\$100.24	\$3,441.58	\$0.00
265 – 276	\$103.25	\$3,544.83	\$0.00
277 – 288	\$106.34	\$3,651.17	\$0.00
289 – 300	\$109.54	\$3,760.70	\$0.00

EXHIBIT 3

VACANT LAND SALE AND LEASEBACK AGREEMENT

(see attached)

VACANT LAND SALE AND LEASEBACK AGREEMENT

THIS VACANT LAND SALE AND LEASEBACK AGREEMENT (this "Agreement") is made and entered into effective as of the date of last signature below (the "Effective Date"), by and between **New Cingular Wireless PCS, LLC** d/b/a AT&T Wireless ("NCWPCS"), a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, and the **City of Kenosha**, a Wisconsin municipal corporation, and the **Board of Park Commissioners for the City of Kenosha**, a Wisconsin municipal corporation, (hereinafter referred to together as the "**City**") having a mailing address of City of Kenosha Municipal Building c/o City Clerk, Room 105, 625 52nd Street, Kenosha, Wisconsin 53140.

WHEREAS, NCWPCS has previously entered into a binding offer to purchase, a copy of which is attached hereto as Exhibit A (the "Offer"), for the purchase of certain real property commonly known as 1613 Washington Road in the City of Kenosha, State of Wisconsin, Tax Parcel No. 11-223-30-377-006 ("Property") from its current owner, Zerovec Properties, LLC, a Wisconsin limited liability company (the "Seller"); and

WHEREAS, the City owns the real property adjacent to the Property, which is utilized as a public park (the "Park"); and

WHEREAS, NCWPCS intends to purchase the Property and raze the improvements now located on the Property, for the purpose of erecting and maintaining a one hundred fifty foot (150) tall monopole structure and associated building, fencing, equipment and other improvements on the Property, which will house AT&T's communications antennas and associated equipment and provide collocation space for third party wireless service providers (the "Communications Facility"); and

WHEREAS, the City has requested that NCWPCS, once it acquires the Property from the Seller and razes the existing improvements, instead convey the Property to the City and lease back from the City approximately two thousand one hundred eighty-four (2,184) square feet of land, consisting of a forty-eight by forty-five and one-half (48' x 45.5') foot parcel, plus easements for access and utilities (the "Leased Parcel"), in order to construct and maintain the Communications Facility, with the balance of the Property to be added to the Park by City; and

WHEREAS, NCWPCS is willing to proceed as the City has proposed under the terms set forth in this Agreement and, therefore, it is to the mutual advantage of the parties hereto to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements set forth herein, City and NCWPCS agree as follows:

1. PURCHASE BY NCWPCS. NCWPCS shall use its good faith best efforts to acquire the Property from the Seller pursuant to the terms of the Offer (the "NCWPCS Acquisition"). In the event that NCWPCS is unable to complete the NCWPCS Acquisition for any reason on or before March 1, 2012 (the "Offer Closing Date"), NCWPCS shall have the right, subject to entering into a mutual written agreement with the Seller, to extend the Offer Closing Date by not more than ninety (90) days (the "Extended Closing Date"), in which case NCWPCS shall promptly notify the City in writing and this Agreement shall continue in full force and effect until the Extended Closing Date. Alternatively, in the event that NCWPCS is

unable to complete the NCWPCS Acquisition for any reason on or before the Offer Closing Date (or the Extended Closing Date, if applicable), NCWPCS shall have the right to terminate this Agreement by providing written notice to the City within ten (10) business days thereafter, in which case this Agreement shall have no further force or effect and neither NCWPCS nor the City shall have any further rights or obligations pursuant to this Agreement.

2. DEMOLITION OF EXISTING IMPROVEMENTS. Within ninety (90) days after the NCWPCS Acquisition takes place, NCWPCS, at its own cost and expense, shall remove all buildings, fences, driveways, sidewalks and other improvements from the Property, including any foundations and basement material, and shall seed the affected area with grass seed (the "Demolition"), but shall leave in tact all existing trees and other plantings, to the extent possible. Provided that NCWPCS has completed and filed all required applications and related submittals and paid all applicable fees, the City shall promptly issue all necessary licenses and permits for the Demolition and/or use its good faith best efforts to assist NCWPCS in obtaining all such licenses and permits from Kenosha County, the State of Wisconsin or any other applicable governmental authority.

3. CITY'S SUBSEQUENT PURCHASE AND LEASEBACK. Within thirty (30) days the Demolition has been completed, following the NCWPCS Acquisition, the City shall purchase the Property from NCWPCS and shall add the Property to the Park (the "City Acquisition"), at a place designated by City, for a sum equal to: (a) the actual purchase price for the Property, paid by NCWPCS to Seller; (b) the actual closing costs incurred by NCWPCS in the NCWPCS Acquisition, including legal fees, appraisal costs, surveyor fees, title insurance premiums and all other fees and expenses paid by NCWPCS; and (c) all costs incurred by NCWPCS in the Demolition, including all permit fees (collectively the "City Purchase Price"). In no case, however, shall the City Purchase Price exceed One Hundred Fifty Thousand Dollars (\$150,000.00). Simultaneously with the closing of the City Acquisition, the City, as landlord, and NCWPCS, as tenant, shall enter into a lease for the Leased Parcel, in the form attached hereto as Exhibit B (the "Lease"). The City's obligation to pay the City Purchase Price shall be satisfied by the City providing NCWPCS with a rent credit in the Lease, in an amount equal to the City Purchase Price, on a dollar for dollar basis, without any interest or amortization factor (the "Rent Credit"). Once the Rent Credit has been fully exhausted, NCWPCS shall thereafter pay rent to the City in accordance with the terms of the Lease. In the event that the Lease is terminated by NCWPCS following a material breach by the City, the City shall pay to NCWPCS the City Purchase Price, minus the utilized Rent Credit, plus any other damages available to NCWPCS in accordance with the terms of the Lease and applicable law. Should the Lease be terminated by NCWPCS for any reason other than a breach by the City prior to NCWPCS receiving the full Rent Credit, the City shall have no obligation to make additional payments to NCWPCS for the purchase of the Property. In the event that the Lease is terminated by the City following a material breach by NCWPCS, the City shall have such rights as provided in the Lease and by applicable law.

4. ZONING. The City represents that the Property is currently zoned "General Residential" and acknowledges and agrees that NCWPCS shall not be obligated to complete the NCWPCS Acquisition and Demolition or the subsequent City Acquisition and leaseback of the Leased Parcel, unless and until: (a) the City has either rezoned the Leased Parcel or has issued a conditional use permit or variance, and all other necessary licenses and permits, to allow the installation and operation of the Communications Facility by NCWPCS on the Leased Parcel; and (b) the City has used its good faith best efforts to assist NCWPCS and NCWPCS has

actually obtained all required licenses and permits from Kenosha County, the State of Wisconsin, the United States Federal Aviation Administration (“FAA”) and any other applicable governmental authority for the installation and operation of the Communications Facility by NCWPCS on the Leased Parcel.

5. PROPERTY CONDITION. The City acknowledges that the Property is currently owned by the Seller and that NCWPCS has no background or history with the Property. However, NCWPCS has previously exercised certain inspection rights pursuant to the Offer and may conduct further tests or inspections prior to the NCWPCS Acquisition in accordance with the Offer. Furthermore, the Seller has made certain warranties and representations regarding the condition of the Property pursuant to the Offer. Therefore, NCWPCS hereby: (a) assigns to the City the same inspection rights which NCWPCS has pursuant to the Offer; (b) agrees that the City may conduct for itself, within the same time periods set forth in the Offer, any and all inspections and tests on the Property, which NCWPCS may perform itself pursuant to the terms of the Offer prior to the NCWPCS Acquisition; (c) agrees to promptly provide to the City copies of all inspection reports, test results, surveys and any other information NCWPCS has previously obtained or may obtain in the future prior to the NCWPCS Acquisition; and (d) agrees to assign to the City at the City Acquisition closing, the right to directly enforce against the Seller any and all legal rights which NCWPCS may have against the Seller following the NCWPCS Acquisition, as a result of any breach by the Seller of any warranties and/or representations regarding the condition of the Property made by the Seller pursuant to the Offer. However, NCWPCS has not made, and by the Agreement does not make, any warranties or representations of any type to the City regarding the condition of the Property, the contents or conclusions reached in the Property Reports (defined below) or any other matter and all implied warranties are hereby disclaimed. NCWPCS shall transfer the Property to the City in an “AS IS WHERE IS” condition at the City Acquisition closing. In accordance with Subsection (c), above, the City acknowledges that NCWPCS has obtained and has previously provided copies to the City of the following documents (collectively the “Property Reports”):

- (i) Phase I Environmental Site Assessment, prepared by Edge Consulting Engineers, Inc. for Project # 58458, dated May 16, 2011, which covers the Leased Parcel only;
- (ii) Wetland Determination Letter, prepared by Edge Consulting Engineers, Inc. for Project # 58458, dated June 6, 2011;
- (iii) NEPA compliance documentation, prepared by Edge Consulting Engineers, Inc. for Project # 58458, dated August 9, 2011;
- (iv) Determination of No Hazard to Navigation from the FAA, referenced as Aeronautical Study Number 2011-AGL-5823-OE, dated September 9, 2011;
- (v) Certificate of AM Regulatory Compliance, prepared by Matt Butcher, of SiteSafe, Inc., dated September 13, 2001
- (vi) 1-A Certification of latitude, longitude and elevations, prepared by Craig A. Keach of Meridian Surveying, LLC, dated December 9, 2011; and
- (vii) Site Survey prepared by Craig A. Keach of Meridian Surveying, LLC, as job number 6307-B810, dated December 12, 2011.

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #WI1926
Cell Site Name: Washington (WI)
Fixed Asset No: 10127933
15 East Midland Ave
Paramus, NJ 07652

And to: Claude J. Krawczyk, Attorney at Law
O'Neil, Cannon, Hollman, DeJong & Laing S.C.
111 E. Wisconsin Avenue, Suite 1400
Milwaukee, Wisconsin 53202
Fax: 414-276-6581
E-mail: claudio.krawczyk@wilaw.com

7. OCCUPANCY. Occupancy of the entire Property, except the Leased Parcel, shall be given to City at time of the City Acquisition closing unless otherwise provided in this Agreement.

8. CLOSING PRORATIONS. The following items shall be prorated at the City Acquisition closing: real estate taxes, based on the most recent assessed value and most recent mil rate, private and municipal charges, if any, and property owner's association assessments, if any.

9. DELIVERY/RECEIPT. Unless otherwise stated in this Agreement, any signed document transmitted by facsimile machine (fax) or e-mail shall be treated in all manner and respects as an original document and the signature of any party upon a document transmitted by fax or e-mail shall be considered an original signature. Personal delivery to, or actual receipt by, any named City or NCWPCS contact constitutes personal delivery to, or actual receipt by City or NCWPCS. Once received, a notice cannot be withdrawn by the party delivering the notice without the consent of the party receiving the notice. A party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other party. City and NCWPCS authorize the agents of City and NCWPCS to distribute copies of this Agreement and the Agreement to surveyors, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

10. TIME IS OF THE ESSENCE. "Time is of the Essence" as to all dates and deadlines in this Agreement. Failure to perform by the exact date or deadline is a breach of contract.

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

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

12. CONVEYANCE OF TITLE. At the City Acquisition closing, NCWPCS shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: the Lease, municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. NCWPCS further agrees to complete and execute the documents necessary to record the conveyance.

13. FORM OF TITLE EVIDENCE. NCWPCS shall give evidence of title in the form of an owner's policy of title insurance, with a GAP endorsement, in the amount of the City Purchase Price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin.

14. PROVISION OF MERCHANTABLE TITLE. NCWPCS shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to City's attorney or City not less than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate, together with a GAP endorsement at closing.

15. TITLE ACCEPTABLE FOR CLOSING. If title is not acceptable for the City Acquisition closing, City shall notify NCWPCS in writing of objections to title by the time set for the City Acquisition closing. In such event, NCWPCS shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and the time for the City Acquisition closing shall be extended as necessary for this purpose. In the event that NCWPCS is unable to remove said objections, the City shall have five (5) days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for the City Acquisition closing shall be extended accordingly. If the City does not waive the objections, this Agreement shall be null and void. Providing title evidence acceptable for the City Acquisition closing does not extinguish NCWPCS's obligations to give merchantable title to the City.

16. ENTIRE CONTRACT. This Agreement, including any exhibits and amendments to it, contains the entire agreement of the City and NCWPCS regarding the transaction. All prior negotiations and discussions have been merged into this Agreement. This agreement binds and inures to the benefit of the parties to this Agreement and their successors in interest.

17. DEFAULT. NCWPCS and the City each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages or other legal remedies.

If City defaults, NCWPCS may:

- (1) sue for specific performance or,

- (2) terminate the Agreement and sue for actual damages.

If NCWPCS defaults, City may:

- (1) sue for specific performance; or
- (2) terminate the Agreement and sue for actual damages.

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

18. GOVERNING LAW. This Agreement shall each be governed by and construed in accordance with the internal laws of the State of Wisconsin except to the extent superseded by federal law. All actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the state courts within Kenosha County, Wisconsin or the Federal District Court for the Eastern District of Wisconsin. The parties each hereby consent and submit to the jurisdiction of such courts.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability corporation,
By: AT&T Mobility Corporation, Manager

By: _____
(signature)

(print name/title)

Dated: _____

CITY OF KENOSHA, a Wisconsin municipal corporation,

By: _____
Keith G. Bosman, Mayor

By: _____
Michael Higgins, City Clerk/Treasurer

Dated: _____

THE BOARD OF PARK COMMISSIONERS FOR THE CITY OF KENOSHA, a Wisconsin Municipal Corporation

BY: _____
Michael J. Orth, Chairperson

Date: _____

BY: _____
Michael Lemens, Acting Director of Public Works

Date: _____

EXHIBIT A

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON November 8, 2011 [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, New Cingular Wireless PCS, LLC d/b/a AT&T Wireless ("NCWPCS") a Delaware
4 limited liability company, offers to purchase the Property known as [Street Address] 1613 Washington Road
5 Tax Key No.: 11-223-30-377-006 in the City
6 of Kenosha, County of Kenosha Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:
8 ■ PURCHASE PRICE: One Hundred Forty-Five Thousand Nine Hundred and 00/100
9 _____ Dollars (\$ 145,900.00).
10 ■ EARNEST MONEY of \$ -0- accompanies this Offer and earnest money of \$ 2,000.00
11 will be mailed, or commercially or personally delivered within three (3) days of acceptance to listing broker or
12 Seller's attorney's trust account. The earnest money shall be non-refundable in the event Buyer is unable to satisfy the inspection* (see lines 17-18).
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
15 the date of this Offer not excluded at lines 17-18, and the following additional items: None
16 _____
17 ■ NOT INCLUDED IN PURCHASE PRICE: Seller's personal property, if any, ---*contingency on lines 410-426 or any other contingency in this
18 Offer or Addendum, but must be refunded if Buyer elects per line 287, if this transaction does not close due to a default on the part of Seller.
19 CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.
21 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22 included/excluded.
23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.
25 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26 running from acceptance provide adequate time for both binding acceptance and performance.
27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before 5:00 p.m. on Tuesday November 15, 2011. Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.
30 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.
34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.
36 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.
38 Seller's recipient for delivery (optional): Atty. Paul B. Wokwicz, Wokwicz Law Office, LLC
39 Buyer's recipient for delivery (optional): Claude J. Krawczyk, Esq., O'Neil, Cannon, Hoffman, DeJong & Laing S.C.
40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
41 Seller: (262) 658-4465 Buyer: (414) 276-6581
42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.
45 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: 6121 Green Bay Road, Suite 240, Kenosha, WI 53142-2929
48 Delivery address for Buyer: 111 E. Wisconsin Avenue, Suite 1400, Milwaukee, WI 53202-4870
49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): wokwicz@wokwicz.com
54 E-Mail address for Buyer (optional): claude.krawczyk@wilaw.com
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

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

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

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 (Definitions Continued on page 4)

116 **CLOSING** This transaction is to be closed no later than March 1, 2012
117 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

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

130

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

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 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
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

143 _____ . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (~~is not~~) ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (~~Seller~~) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the
153 contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated * See line 165 _____, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

163 _____

164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** * Buyer hereby waives right to a Real Estate Condition Report

166 _____

167 _____

168 _____

169 _____

170 _____

171 _____

172 _____

173 DEFINITIONS CONTINUED FROM PAGE 2

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
193 foundations and docks/piers on permanent foundations.

194 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building
201 or room dimensions, if material.

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

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
208 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,
209 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
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
215 be held in trust for the sole purpose of restoring the Property.

216 IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

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

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

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

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

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
234 165-172 or 435-442 or in an addendum attached per line 434.

235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
238 later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
242 unacceptability.

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

247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
248 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
249 commitment.

250 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
254 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
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

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

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

281 If Buyer defaults, Seller may:

282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
284 damages.

285 If Seller defaults, Buyer may:

286 (1) sue for specific performance; or

287 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

304 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____
308 _____

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

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

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: none
321 _____

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

325 **TITLE EVIDENCE**

326 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and none
332 _____
333 _____
334 _____

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

337 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**
338 **prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**
339 **improvements to Property or a use other than the current use.**

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

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

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

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

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

369 **EARNEST MONEY**

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

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

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

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

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

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

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

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of Phase I and II environmental assessments, soil condition testing, National Environmental Policy Act (NEPA)
414 report and all other inspections and testing deemed necessary by Buyer (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION:** Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well
420 as any follow-up inspection(s).
421 This contingency shall be deemed satisfied unless Buyer, within 120 days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 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
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached 2 page Addendum _____ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum.

436 _____
437 _____
438 _____
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] Claude J. Krawczyk, Esq., O'Neil, Cannon, Hollman, DeJong & Laing S.C.

444 _____ on November 8, 2011

445 (x) [Signature] _____ 11-8-2011

446 Buyer's Signature ▲ Print Name Here ► New Cingular Wireless PCS, LLC d/b/a AT&T Wireless Date ▲

447 (x) **By: AT&T Mobility Corporation, Manager.** Print Name/Title: _____ 11-8-2011

448 Buyer's Signature ▲ Print Name Here ► Dennis A. Klone Mgr. Rent & Maint Cons Date ▲

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

450 _____ Broker (By) _____

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

455 (x) [Signature] _____ 11-11-11

456 Seller's Signature ▲ Print Name Here ► Gary A. Zerovec, Member Date ▲

457 (x) [Signature] _____ 11-11-11

458 Seller's Signature ▲ Print Name Here ► Lynn R. Zerovec, Member Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] _____

460 _____ on _____ at _____ a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____

462 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

ADDENDUM TO RESIDENTIAL OFFER TO PURCHASE

THIS ADDENDUM TO RESIDENTIAL OFFER TO PURCHASE is made a part of the form WB 11 Residential Offer to Purchase dated November 8, 2011, from **New Cingular Wireless PCS, LLC d/b/a AT&T Wireless**, a Delaware limited liability company ("Buyer"), for the purchase of certain real property commonly known as 1613 Washington Road in the City of Kenosha, State of Wisconsin, Tax Parcel No. 11-223-30-377-006 ("Property") from **Zerovec Properties, LLC**, a Wisconsin limited liability company ("Seller").

1. Seller acknowledges that the City of Kenosha (the "City") and Buyer have or will enter into separate agreements (the "Buyer/City Agreements") and that, pursuant to the Buyer/City Agreements, Buyer intends to: (a) purchase the Property and raze the improvements now located on the Property; (b) convey the Property to the City or one of its sub-units; (c) lease back from the City approximately six hundred (600) square feet of land, consisting of a twenty by thirty (20 x 30) foot parcel, plus easements for access and utilities (the "Leased Parcel"); and (d) erect and maintain on the Leased Parcel a one hundred fifty foot (150) tall monopole structure and associated building, fencing, equipment and other improvements, which will house Buyer's communications antennas and associated equipment and provide collocation space for third party wireless service providers (the "Communications Facility"). Seller further acknowledges that the City intends to dedicate the balance of the Property, other than the Leased Parcel, to the adjacent public park, which is owned by the City or one of its sub-units.

2. Accordingly, Seller hereby agrees: (a) that this Offer is contingent upon the City and Buyer satisfying or waiving all conditions precedent set forth in this Offer, as well as all conditions precedent set forth in the Buyer/City Agreements; (b) that the City shall be a third party beneficiary of this Offer; (c) that Buyer hereby grants to the City the same inspection rights which Buyer has pursuant to this Offer; (d) that, in addition to Buyer's testing, the City, at its option, may conduct for itself, within the same time periods set forth in this Offer, any and all inspections and tests on the Property, which Buyer may perform itself pursuant to the terms of this Offer; (e) to promptly provide to the City copies of all notices, inspection reports, test results, surveys and any other information Seller may obtain pursuant to this Offer; and (f) that the City shall have the right to directly enforce against the Seller any and all legal rights which Buyer may have against the Seller before or after the closing, as a result of any breach by the Seller of any covenants, warranties or representations made by the Seller pursuant to this Offer, the deed of conveyance or any other document.

3. Notices to the City shall be effective as of the date of delivery, if by hand or certified mail, or the date of transmission, if by fax or e-mail notice, with printed confirmation of transmission. Notices shall be sent:

To the City:

Mr. Michael Lemens, Interim Director
Department of Public Works
625 52nd Street, Room 305

Kenosha, Wisconsin 53140
Fax: (262) 653-4010
E-mail: publicworks@kenosha.org

With a copy to:

Atty. William Richardson
Office of the City Attorney
625 - 52nd Street, Room 201
Kenosha, Wisconsin 53140
Fax: (262) 653-4176
E-mail: brichardson@kenosha.org

4. Seller represents that the Property is currently zoned "General Residential" and acknowledges and agrees that Buyer shall not be obligated to complete this transaction unless on or before March 1, 2012: (a) the City has either approved a rezone of the Leased Parcel or has approved a conditional use permit or variance, and all other necessary licenses and permits, to allow the installation and operation of the Communications Facility by Buyer on the Leased Parcel; in either case such rezoning, conditional use permit or variance shall be contingent upon the final closing of this transaction (including the full payment of the purchase price to Seller and Seller's execution and delivery of a recordable warranty deed conveying the Property to Buyer) and no such rezoning, conditional use permit or variance shall be effective in the event this transaction does not close for any reason; and (b) the City has used its good faith best efforts to assist Buyer and Buyer has actually obtained all required licenses and permits from Kenosha County, the State of Wisconsin, the United States Federal Aviation Administration ("FAA") and any other applicable governmental authority for the installation and operation of the Communications Facility by Buyer on the Leased Parcel.

5. Seller shall sign all documents reasonably requested by Buyer or the City and otherwise fully cooperate with Buyer and the City, as reasonably requested, in connection with the inspection rights set forth on lines 410-426 of the Offer and in order to permit Buyer and the City to accomplish all conditions set forth in Section 1, 2 and 4 above, provided that Seller shall not be responsible for any costs or expenses in connection therewith.

New Cingular Wireless PCS, LLC, a Delaware limited liability corporation,
By: AT&T Mobility Corporation, Manager

By: 
(signature)

Dennis A. Korni Mgr. Real Estate Const
(print name/title)

Dated: 11-8-2011

Zerovec Properties, LLC, a Wisconsin limited liability company

By: Gary A. Zerovec
Gary A. Zerovec, Member

By: Lynn R. Zerovec
Lynn R. Zerovec, Member

Dated: November 11, 2011

EXHIBIT 4

STANDARD ACCESS LETTER

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature