

ENROLLED ORDINANCE 167-19

MILLPOINTER PROPERTY ACQUISITION

WHEREAS, the Comprehensive Development Plan for Waukesha County, which incorporates the Waukesha County Park and Open Space Plan, was adopted by the Waukesha County Board of Supervisors on March 2, 2009, and

WHEREAS, the acquisition of the Joanne M. Millpointer Revocable Trust property located in the Village of Nashotah would implement the Waukesha County Development Plan, and

WHEREAS, the Walter J. Tarmann Parkland Acquisition Fund was created through Enrolled Ordinance No. 150-28 for the purpose of acquiring park and open space lands consistent with the Waukesha County Board adopted Park and Open Space Plan for Waukesha County, and

WHEREAS, multiple appraisals resulted in a negotiated selling price of \$475,000 for 9.42 acres of the Joanne M. Millpointer Revocable Trust property, and

WHEREAS, the other costs associated with the acquisition of said property are estimated at \$15,000, and

WHEREAS, estimated remaining Tarmann Fund budget balance for fiscal year 2012 is \$420,000 available, and

WHEREAS, this remaining balance is insufficient by an estimated \$70,000 necessary to cover the purchase price and additional transaction costs associated with land acquisition, and therefore additional budget appropriations are being requested from Tarmann Fund Balance as part of this ordinance, and

WHEREAS, through a Residential Use Agreement, Joanne Millpointer has the ability to live in the house for a maximum of five years, and

WHEREAS, in conformance with the Waukesha County Code, an Environmental Review was conducted revealing no environmental concerns, and

WHEREAS, state and federal funding is not currently available for the purchase of this property, and Waukesha County has requested a Letter of Retroactivity from the State of Wisconsin, Department of Natural Resources, which maintains the County's eligibility for partial funding of this acquisition.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Waukesha County Department of Parks and Land Use is authorized, on behalf of Waukesha County, to purchase the Joanne M. Millpointer Revocable Trust property located in the Village of Nashotah at the purchase price of \$475,000 as set by contract from the Walter J. Tarmann Parkland Acquisition Fund budget.

BE IT FURTHER ORDAINED that contracts between Joanne M. Millpointer Revocable Trust and Waukesha County to accomplish the purchase are hereby approved.

BE IT FURTHER ORDAINED that the Waukesha County Clerk and Waukesha County Executive are authorized to execute all necessary applications and agreements in order to secure potential state and federal funds for said acquisition.

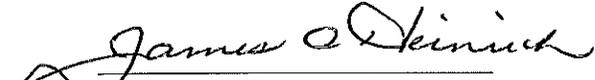
BE IT FURTHER ORDAINED that the 2012 Walter J. Tarmann Parkland Acquisition Fund be modified by increasing expenditure appropriations in the appropriate accounts by \$70,000 for costs related to the property acquisition, to be funded by appropriating additional Tarmann Fund Balance of \$70,000.

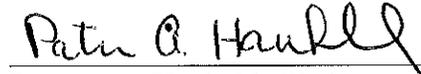
BE IT FURTHER ORDAINED that upon receipt of any state or federal funds available for this acquisition, said monies be distributed into the Walter J. Tarmann Parkland Acquisition Fund Revenue Account to be utilized for future parkland acquisition.

MILLPOINTER PROPERTY ACQUISITION

Presented by: Land Use, Parks and Environment Committee

Approved by: Finance Committee

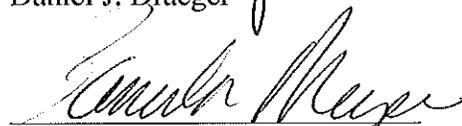

James A. Heinrich, Chair

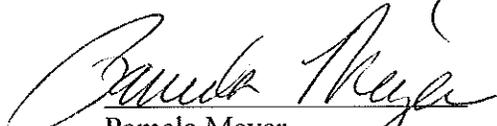

Patricia A. Haukohl, Chair

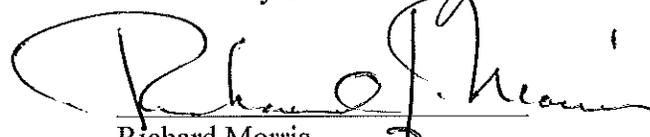

Jim Batzko

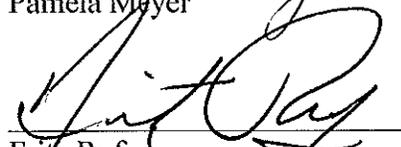

Daniel J. Draeger

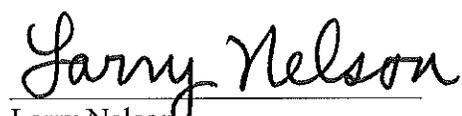

Walter L. Kolb


Pamela Meyer

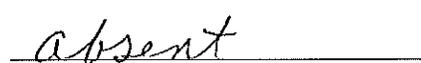

Pamela Meyer

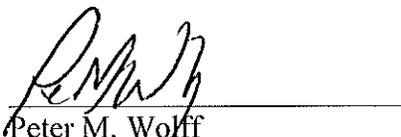

Richard Morris

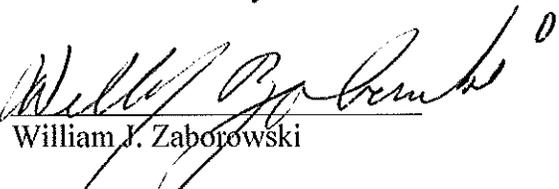

Fritz Ruf


Larry Nelson


Thomas J. Schellinger


Cathleen A. Slattery


Peter M. Wolff

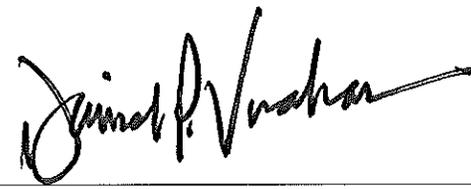

William J. Zaborowski

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

Date: 7-27-12, 
Kathy Nickolaus, County Clerk

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

Approved: 5
Vetoed: _____

Date: 7-30-12, 
Daniel P. Vrakas, County Executive

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-07/24/12

(ORD) NUMBER-1670019

1 C. SLATTERY.....AYE
3 R. MORRIS.....AYE
5 J. BRANDTJEN.....NAY
7 J. GRANT.....AYE
9 J. HEINRICH.....AYE
11 F. RUF.....AYE
13 P. DECKER.....AYE
15 W. KOLB.....AYE
17 D. PAULSON.....AYE
19 C. CUMMINGS.....AYE
21 W. ZABOROWSKI.....AYE
23 K. HAMMITT.....AYE
25 G. YERKE.....AYE

2 D. FALSTAD.....AYE
4 J. BATZKO.....AYE
6 J. JESKEWITZ.....
8 P. HAUKOHL.....AYE
10 D. SWAN.....AYE
12 P. WOLFF.....AYE
14 P. MEYER.....AYE
16 M. CROWLEY.....AYE
18 L. NELSON.....AYE
20 T. SCHELLINGER....AYE
22 P. JASKE.....AYE
24 D. DRAEGER.....AYE

TOTAL AYES-23

TOTAL NAYS-01

CARRIED X

DEFEATED _____

UNANIMOUS _

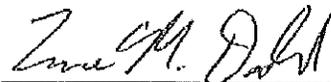
TOTAL VOTES-24

FISCAL NOTE

MILLPOINTER PROPERTY ACQUISITION

This ordinance authorizes the County Parks and Land Use Departments Walter J. Tarmann Parkland Acquisition Fund to purchase 9.42 acres of land in the Village of Nashotah. The negotiated selling price is \$475,000 (approximately \$50,425 per acre), and department management estimates related property acquisition costs at \$15,000, for a total cost estimated at \$490,000.

Department management estimates that the remaining budget appropriations in the Tarmann Fund are about \$420,000, or \$70,000 less than what is needed to acquire the Millpointer Property. Therefore, this ordinance also authorizes the appropriation of \$70,000 of additional expenditure appropriations to acquire this property, to be funded with Tarmann Fund Balance reserves.



Lawrence M. Dahl
Accounting Services Manager
6/29/2012

WB-11 RESIDENTIAL OFFER TO PURCHASE

ATTORNEY

1 LICENSEE DRAFTING THIS OFFER ON June 5, 2012 [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, Waukesha County
4 _____, offers to purchase the Property known as [Street Address] N45W33206 Wisconsin
5 Avenue in the Village
6 of Nashotah, County of Waukesha 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:** Four Hundred Seventy-Five Thousand
9 _____ Dollars (\$ 475,000.00).
10 ■ **EARNEST MONEY** of \$ N/A accompanies this Offer and earnest money of \$ N/A
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.
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: _____
16 _____
17 ■ **NOT INCLUDED IN PURCHASE PRICE:** _____
18 _____
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 June 12, 2012 JUNE 15th, 2012. 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): See Addendum
39 Buyer's recipient for delivery (optional): See Addendum
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) See Addendum Buyer: (_____) See Addendum
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: See Addendum
48 Delivery address for Buyer: See Addendum
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): See Addendum
54 E-Mail address for Buyer (optional): See Addendum
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.

Handwritten initials/signature

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 _____
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 _____

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 _____

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 _____, 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** _____
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 N/A
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.

167-0-019

7.

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: _____

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 ^{trustee's} 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 L.P 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 See Addendum

414 _____ (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 _____ 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 See Addendum is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** The Property consists of approximately 9.42 acres and is legally
436 described on Exhibit 1 and depicted on Exhibit 2.

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

443 This Offer was drafted by [~~Licensee and Firm~~] John G. Gehring / O'Neil, Cannon, Hollman, DeJong & Laing S.C.

444 _____ on _____

445 (x) See Addendum

446 Buyer's Signature ▲ Print Name Here ► See Addendum Date ▲ _____

447 (x) See Addendum

448 Buyer's Signature ▲ Print Name Here ► See Addendum 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) See Addendum

456 Seller's Signature ▲ Print Name Here ► See Addendum Date ▲ _____

457 (x) See Addendum

458 Seller's Signature ▲ Print Name Here ► See Addendum 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 is attached to the Residential Offer to Purchase ("Offer") dated June 5, 2012 submitted by Waukesha County ("Buyer") to Joanne M. Millpointer Revocable Trust dated July 31, 2003 ("Seller") for the real property located in the Village of Nashotah, Waukesha County, Wisconsin, commonly known as approximately 9.42 acres legally described on the attached Exhibit 1 and depicted on the attached Exhibit 2, and including the single family residence (the "Property"), together with any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests relating to and which benefit the Property. Buyer intends to use the Property as Greenway, Park and Open Space and for other uses related to Buyer ("Buyer's Intended Use"). Any capitalized but undefined term contained in this Addendum shall have the same meaning as in the Offer. In the event of any inconsistency or conflict between the terms of this Addendum and the Offer, the terms of this Addendum shall take precedence and shall control. Buyer and Seller may be referred to herein individually as "party" or collectively as "parties." The Offer, as amended herein, may be referred to herein as the "Agreement."

1. **PURCHASE PRICE.** The purchase price is Four Hundred Seventy-Five Thousand Dollars (\$475,000.00).

2. **CONTINGENCIES.** In addition to any conditions to Closing (as defined below) or other contingencies set forth elsewhere in this Agreement, Buyer's obligation to conclude the purchase of the Property is contingent upon satisfaction of all of the following conditions:

(A) Waukesha County Approval. Buyer, at Buyer's expense, obtaining approval of the purchase of this Property under the terms of this Offer from the Waukesha County Executive and Waukesha County Board of Supervisors.

(B) Inspections; Tests. Buyer, at Buyer's expense, conducting, as Buyer reasonably deems desirable relating to the Property, and the buildings and improvements situated thereon such inspections, audits, studies, or tests, including, but not limited to, engineering studies, feasibility studies, soils and subsoils testing and such other evaluations as Buyer deems necessary to determine, in Buyer's sole discretion, the stability and desirability of the Property and liabilities associated therewith. Such inspections, audits, studies, and tests, if undertaken, shall be undertaken upon giving written reasonable notice to Seller of such inspections, studies, audits, and tests, and Buyer shall restore the Property to the same condition as existed prior to the inspections, studies, audits, and tests.

(C) Survey. Buyer, at Buyer's expense, obtaining an ALTA survey of the Property ("Survey") acceptable to the Title Company to create a legal description for the Property, to satisfy any land division obligations and to remove standard survey exceptions within 30 days after the Effective Date. Buyer shall have the right to object to matters of survey as provided in Section 6.

(D) Approvals and Permits. Buyer, at Buyer's expense, obtaining all necessary permits, licenses, consents, and other approvals necessary or appropriate for Buyer's Intended Use of the Property including, but not limited to, those issued by building inspectors, city engineers, zoning authorities, licensing boards and authorities, and all other councils, boards, agencies and parties having a right to control, permit, approve, or consent to Buyer's Intended Use of the Property (the determination of the necessity of obtaining such permits, approvals and licenses or the adequacy thereof shall be in the reasonable discretion of Buyer). Seller agrees to cooperate with Buyer in its efforts to obtain such necessary permits, licenses, consents, and approvals and will execute all documents necessary thereto.

(E) Land Division Approval. Buyer, at Buyer's expense, obtaining all necessary land division approvals from all governmental authorities having proper jurisdiction in accordance with all applicable land division and zoning ordinances, to create the Property as a separately platted and conveyable parcel. Seller agrees to cooperate with Buyer in its efforts to obtain such land division approvals and will execute all documents necessary thereto.

(F) Zoning Approvals and Verification. Buyer, at Buyer's expense, obtaining all necessary municipal and zoning approvals from the Village of Nashotah and any other governmental entity claim jurisdiction over the Property, including, but not limited to, any and all rezones, variances, and conditional or special use permits to permit Buyer's Intended Use of the Property and Buyer also verifying and confirming the Property is presently not a legal or illegal non-conforming use or non-conforming lot or structure, that the Property and every structure or improvement thereon is in full compliance with its zoning classification and zoning ordinances. Seller agrees to cooperate with Buyer in its efforts to obtain such necessary municipal and zoning approvals and will execute all documents necessary thereto.

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

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

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

(I) Lease of Single Family Residence. Seller and Buyer entering into a lease of the single family residence located on the Property with Joanne Millpointer on the terms contained in Exhibit 3 attached hereto.

Buyer and Seller both agree to make a good faith effort to satisfy the contingencies and conditions set forth in this Agreement. Buyer shall have up to the date of Closing in order to satisfy its contingencies and conditions (Buyer's Contingency Period"). In the event any of the contingencies and conditions has not been met by the end of Buyer's Contingency Period, Buyer shall have the sole right and option to waive any contingency or condition, or to declare this Agreement terminated.

If Buyer fails to provide written notice to Seller of Buyer's satisfaction of the contingencies and conditions up to and including the Closing Date, as defined below, said contingencies and conditions shall be deemed waived and the parties shall proceed toward closing. If Buyer does exercise its option to declare this Agreement terminated or if this Agreement otherwise becomes terminated, both parties shall have no further obligation or liability under this Agreement. In addition, Seller and Buyer shall each be solely responsible for and shall hold the other harmless for any expenses, costs, damages, claims,

lawsuits and judgments, including and not limited to expenses and attorneys fees, incurred by each of them respectively as a result of this Agreement.

3. **SUFFICIENT CONSIDERATION; ENFORCEABILITY OF CONTRACT.** Seller and Buyer hereby acknowledge and agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms and conditions set forth herein, and each party hereby waives any right to hereafter challenge the enforceability of this Agreement on the basis that the contingencies set forth in this Agreement are in the sole discretion of Buyer. Buyer agrees to use good faith efforts to inspect the Property and determine whether the purchase contemplated herein may satisfy all the contingencies set forth herein. Seller acknowledges and agrees that such efforts by Buyer will require Buyer to expend significant time and money investigating and reviewing such contingencies and the expenditure of such time and money by Buyer constitutes good and sufficient consideration to Seller for Seller granting Buyer the time set forth in this Agreement to investigate and resolve all such contingencies

4. **SELLER COOPERATION.** Buyer intends to apply for State and/or Federal aid or grants which may be available to assist Buyer in the purchase. Seller shall reasonably cooperate with Buyer and execute any documents to assist in obtaining such aid and grants.

5. **SELLER CONSENT AND WAIVER.** Seller agrees that this Offer is a voluntary and negotiated sale of the Property to Buyer and that Wis. Stat. Chapter 32 does not apply. Seller waives all rights it may have under Wis. Stat. Chapter 32.

6. **TITLE INSURANCE.** Within ten (10) business days following the Effective Date, Buyer shall obtain a current title commitment for an owner's policy of title insurance in the form provided herein (the "Title Commitment") issued by a responsible title insurance company licensed to do business in the State of Wisconsin, and acceptable to Buyer (the "Title Company"), showing the status of title of the Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations and other conditions, if any, affecting the Property which would appear in an owner's policy of title insurance, if issued, and committing to issue an owner's policy of title insurance to Buyer in the full amount of the Purchase Price. If the Title Commitment described above shows exceptions to title other than the standard "pre-printed" exceptions which are unacceptable to Buyer, Buyer shall, on or before the Closing Date, notify the Seller of such fact in writing and the Seller shall have Thirty (30) days after the Seller receives Buyer's written objections to cure such defects and to present a Title Commitment on the basis of which the contribution of the Property may occur as provided herein. If such objections are not cured by the Seller within said Thirty (30) day period or subsequently waived by Buyer, then Buyer may terminate this Agreement. Any exceptions to which Buyer does not object to before the Closing Date, or to which Buyer does timely object, but which Buyer thereafter waives by accepting title to the Property as of the Closing Date, shall be deemed to be approved by Buyer and are herein referred to as the "Permitted Exceptions." As of the Closing Date, Seller, at Seller's expense shall obtain a final ALTA Form B (6/17/2006) form of owner's policy of title insurance issued by the Title Company, in Buyer's favor in the full amount of the Purchase Price, insuring Buyer's indefeasible fee simple title to the Property, subject only to the Permitted Exceptions, or in the alternative, a marked-up copy of the title insurance commitment that complies with the requirements of this Section 6. All costs relating to the issuance of the title policy, including, but not limited to, title examination fees, policy premiums shall be paid for by Seller. Buyer shall be responsible for any additional endorsements it may require.

7. **POSSESSION.** Legal possession of the Property shall be delivered to Buyer on the date of Closing subject to the lease provided for in Section 2(l) above. Unless otherwise agreed to by Buyer in writing prior to the Closing Date, all contracts affecting the Property shall be terminated by Seller on or prior to the Closing Date at no cost to Buyer. On the day of closing the Property shall be free of trash, debris and refuse. Buyer or its agent shall be permitted upon the Property prior to closing for soil testing, environmental, assessments or inspections, surveying or other investigations or functions relating to its purchase of the Property.

8. **CLOSING.** Unless otherwise agreed to in writing by the parties, closing of the transactions contemplated in this Agreement (the "Closing") shall be closed at the offices of the Title

Company. Closing of the transaction contemplated hereby shall be held no later than thirty (30) days from satisfaction or waiver of all contingencies, time being of the essence ("Closing Date"). Closing costs and escrow fees, if any, charged by the Title Company to close the transaction, shall be divided equally between the parties. In the event the transaction contemplated in this Agreement does not close on or before the Closing Date (or subsequent date agreed to in writing by both parties), Seller may terminate this Agreement upon written notice to Buyer and neither party shall have any further obligation hereunder.

9. **NOTICE.** All notices, demands, requests and other communications under this Agreement shall be in writing and shall be deemed properly served (i) on the date sent, if delivered by hand; (ii) one day after the date such notice is deposited with an overnight delivery service; (iii) on the date sent, if delivered via facsimile at the number(s) set forth below, with a hard copy to follow by overnight delivery service; (iv) on the date when received with proof of receipt to the party to whose attention it is directed or when such party refuses to accept receipt if sent, postage prepaid, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: Joanne M. Millpointer Revocable Trust dated July 31, 2003
Attn: JOHN SPRINGOB
SPRINGOB REAL ESTATE
Phone: (414) 491-5646
Fax: (414) 427-0672
E-mail: john.springob@sbcglobal.net

If to Buyer: Waukesha County
Department of Parks and Land Use
Attn: Park System Manager
515 W. Moreland Blvd., AC-230
Waukesha, WI 53188
Phone: (262) 648-7807
Fax: (262) 896-8071
E-mail: _____

The above addresses may be changed at any time by the parties by notice given in the manner provided above.

Seller and Buyer agree that electronically reproduced signatures such as by facsimile transmission are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice as that term is used in this Agreement.

10. **ENTIRE AGREEMENT; AGREEMENT BINDING.** It is understood and agreed that all understandings and agreements made between the parties are incorporated and merged in this Agreement, which alone fully and completely express their understanding and agreement, and that neither party is relying upon any statement or representation, not embodied in this Agreement, made by the other. No modification, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, amendment, discharge or change is sought. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

11. **HEADINGS.** The section titles are for convenience only and do not define, limit or construe the contents of such paragraphs.

12. **DATE.** This Agreement shall be dated and effective and binding as of the date of the last execution. Time is of the essence of this Agreement. Whenever under the terms of this Agreement the time for performance falls on a Saturday, Sunday or legal holiday such time for performance shall be on

the next day that is not a Saturday, Sunday or legal holiday. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

EXECUTED ON:

SELLER: Joanne M. Millpointer Revocable Trust
Dated July 31, 2003

This ____ day of June, 2012

by: Joanne M. Millpointer, Trustee
Name: JOANNE M. MILLPOINTER
Title: TRUSTEE

EXECUTED ON:

BUYER: Waukesha County

This 5th day of June, 2012

by: Duane Grimm
Name: Duane Grimm
Title: Park System Manager

EXHIBIT 1

Legal Description

Parcels of land located in the East 1/2 of the Northeast 1/4 of Section 6, Town 7 North of Range 18 East, Village of Nashotah, County of Waushara, State of Wisconsin, described as follows:

Commencing at a point in the center of the highway known as Old Milwaukee and Watertown Plank Road where the center of said highway is intersected by the East one-eighth line of said Section (meaning the line dividing the east and west halves of said quarter section); thence Southeasterly along the center of said highway to a point therein which is 385 feet East of said 1/8 line measured at right angles therewith; thence North parallel with said 1/8 line (and distant from it 385 feet) 1280 feet to a point which is a point in a woven wire fence now standing running East and West; thence West along said fence line to the western edge of a Meandered

*** CONTINUED ***

Lake (sometimes called Green or Foxcroft Lake); thence Southwesterly along the western edge of said lake to the point at which it is intersected by said 1/8 line; thence south on said 1/8 line to the place of commencement.

ALSO commencing at a point in said East 1/2 of the Northeast 1/4 of Section 6 Town and Range aforesaid, 835 feet West of a point in the East line of Section 6, 1549 feet North of the Northeast corner of said Section 6; said point of commencement being also the Northwest corner of Lot 33 in Nashotah Park subdivision No. 1, Delafield Township; thence West 401 feet to the land of Nels Hanson; thence South along the East line of Hanson's land 529 1/2 feet to the North line of land heretofore held to Henry T. Solvason; thence Easterly along the North line of the land of Henry T. Solvason and Cooper and Utter Lumber Company parallel with and distant 225 feet from the center of highway to the West line of Nashotah Park subdivision No. 1; thence North along the West line of said subdivision, 687 feet to the place of commencement.

ALSO all that part of the East 1/2 of the Northeast 1/4 of Section 6, Town 7 North of Range 18 East, that lies North of the G.M. St. P & N. Railroad Company right of way.

ALSO an easement for travel over the following described lands located in the Northwest 1/4 of section 6, Town 7 North, Range 18 East, described as follows: Commencing at a point on the North and South 1/4 line distant South 1° 7' East, 1333.60 feet from the North 1/4 corner of said section; thence South 1° 7' East 30 feet to the Northerly line of State Trunk Highway 16; thence Easterly on said line 40.0 feet; thence Northeasterly 80.0 feet more or less to beginning. At no point shall said easement be closer than 3.0 feet from the Southeast corner of existing mansion above building.

EXCEPTING AND RESERVING from the above described parcels of land the lands described in deeds recorded as follows: Vol. 80 Page 123, Vol. 281 Page 269, Vol. 355 Page 261, Vol. 434 Page 191, Vol. 440 Page 129, Vol. 558 Page 115 and Vol. 685 Page 43.

ALSO EXCEPTING AND RESERVING therefrom all that part of the East 1/2 of Section 6, Town 7 North, Range 18 East, in the Village of Nashotah, County of Waushara, State of Wisconsin, described as follows:

Commencing at a point on the West line of the said 1/4 section at the point of intersection of said line with the Northerly line of State Trunk Highway 16 distant South 1° 7' East, 1363.60 feet from the above marking the North 1/2 corner of the said section; thence Easterly on the said Northerly line of said highway, 60.0 feet; thence North 1° 7' East, 220.0 feet; thence Westerly and parallel with said Northerly line of highway, 60.0 feet to 1/4 line aforesaid; thence South 1° 7' East, 220.0 feet to beginning. Reserving the South 80 feet of the said lands as a right-of-way.

Tax Key No: RSHY 0741.998

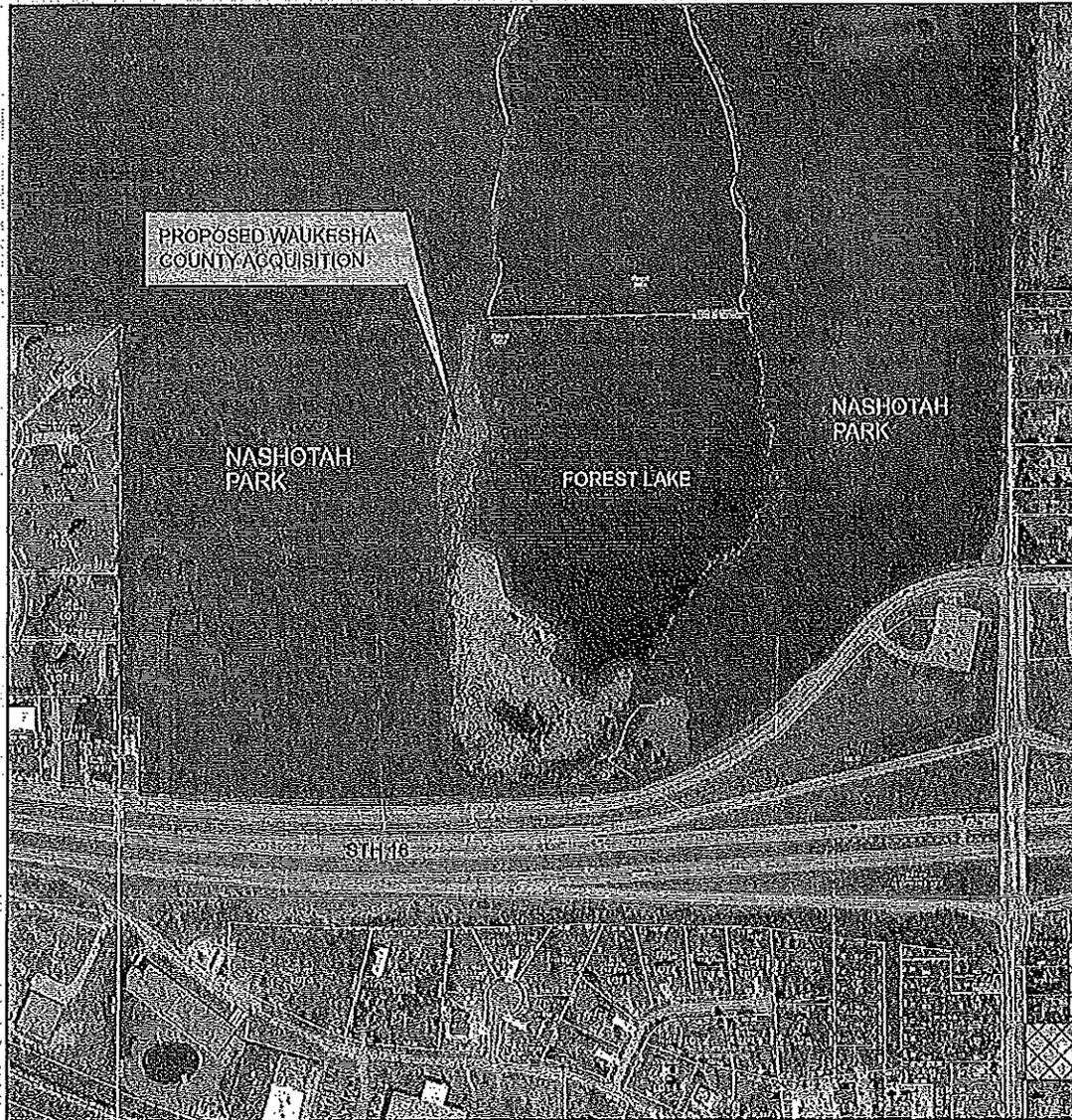
Address: N48 N33206 Wisconsin Avenue

EXHIBIT 2



LAND INFORMATION SYSTEMS DIVISION

EXHIBIT 2



PROPOSED WAUKESHA COUNTY ACQUISITION

NASHOTAH PARK

FOREST LAKE

NASHOTAH PARK

STHW

0 1007.71 Feet

Notes: MILLPOINTER PROPERTY PROPOSED ACQUISITION

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in the reproduction and specifically advertises and admits that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plans, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.



Printed: 12/21/2011

RESIDENTIAL USE AGREEMENT

JoAnne Millpointer

This Agreement between Waukesha County, COUNTY, and Joanne Millpointer, constitutes a granting of a limited right to occupy the land and improvements described below.

The land subject to this Agreement is described as and referred to as the "Property" and includes a single family home

Parcels of land located in the East ½ of the Northeast ¼ of Section 6, Town 7 North of Range 18 East, Village of Nashotah, County of Waukesha, State of Wisconsin, described as follows:

Commencing at a point in the center of the highway know as Old Milwaukee and Watertown Plank Road where the center of said highway is intersected by the East one-eighth line of said Section (meaning the line dividing the east and west halves of said quarter section), thence Southeasterly along the center of said highway to a point therein which is 385 feet East, of said 1/8 line measured at right angles therewith, thence North parallel with said 1/8 line (and distant from it 385 feet) 1280 feet to a point which is a point in a woven wire fence now standing running east and west; thence West along said fence line to the waters edge of a meandered Lake (sometimes called Grass or Forrest Lake); thence Southwesterly along the waters edge of said Lake to the point at which it is intersected by said 1/8 line; thence south on said 1/8 line to a place of commencement.

ALSO commencing at a point in said East ½ of the Northeast ¼ of Section 6 Town and Range aforesaid, 530 feet West of a point in the East line of Section 6, 1549 feet South of the Northeast corner of said section 6; said point of commencement being also the Northwest corner of Lot 33 in Nashotah Park Subdivision No. 1, Delafield Township; thence West 401 feet to the land of Nels Hanson, thence South along the East line of Hanson's land 629 ½ feet to the North line of land heretofore sold to Henry T. Solveson; thence Easterly along the North line of the land of Henry T. Solveson and Cooper and Utter Lumber Company parallel with and distant 225 feet from the center of highway to the West line of Nashotah Park Subdivision No. 1; thence North along the West line of said subdivision, 687 feet to the place of commencement.

ALSO all that part of the West ½ of the Northeast ¼ of Section 6, Town 7 North of Range 18 east, that lies North of the C.M. St. P&P Railroad Company right of way.

ALSO an easement for travel over the following described lands located in the Northwest ¼ of Section 6, Town 7 North, range 18 East, described as follows:

Commencing at a point on the North and South ¼ line distant South 1° 7' East, 1333.60 feet from the North ¼ corner of said section; thence South 1° 7' East 30 feet to the Northerly line of State Trunk Highway 16; thence Westerly on said line 40.0 feet, thence Northeasterly 50.0 feet more or less to beginning. At no point shall said easement be closer than 3.0 feet from the Southeast corner of existing Iannom stone building.

EXCEPTING AND RESERVING from the above described parcels of land the lands described in deeds recorded as follows:

Vol. 80 Page 123, Vol. 281 Page 369, Vol. 355 Page 261, Vol.434 Page 191, Vol.440 Page 129, Vol. 668 page 115 and Vol. 685 page 43.

ALSO EXCEPTING AND RESERVING therefrom all that part of the east ½ of section 6, Town 7 North, Range 18 East, in the Village of Nashotah, County of Waukesha, State of Wisconsin, described as follows:

Commencing at a point on the West line of the said ¼ section at the point of intersection of said line with the Northerly line of State trunk Highway "16" distant South 1° 7' East, 1363.60 feet from the stone marking the North ½ corner of the said section; thence Easterly on the said Northerly line of said highway, 60.0 feet; thence North 1° 7' West, 220.0 feet; thence westerly and parallel with said Northerly line of highway, 60.0 feet to ¼ line aforesaid; thence South 1° 7' East, 220.0 feet to beginning. Reserving the South 50 feet of said lands as a right-of-way.

167-0-019

19.

Tax Key No: NSHV 0741.998
Address: N45 W33206 Wisconsin Avenue

The COUNTY has purchased the Property and owns the land in anticipation of joining the Property to Nashotah Park. Joanne Millpointer currently occupies a single-family home located on the Property (the "House"), and wishes to remain for a term of five years on terms acceptable to Seller and Buyer. Joanne Millpointer and the COUNTY wish to enter into a Residential Use agreement which is mutually beneficial allowing Joanne Millpointer to remain as provided below. (the "Residential Use Termination Date"). The COUNTY has not occupied the House and cannot make any representations and warranties as to any conditions affecting habitability and Joanne Millpointer accepts the House in its "as is" condition as of the date of commencement of this Agreement.

TERMS

The COUNTY and Joanne Millpointer agree to the following terms:

Occupancy, Rent and Intended Vacation Date

1. The limited right of occupancy of the Property by Joanne Millpointer shall begin upon the closing date of _____, ending on the Residential Use Termination Date. The limited right of occupancy is subject to the rights of the COUNTY and contingent upon the proper performance of the obligations of Joanne Millpointer.
2. Joanne Millpointer's Residential Use shall be rent-free. This rent-free period begins on _____, and ends _____.
3. Joanne Millpointer shall vacate the Property and House by the Residential Use Termination Date. The termination date shall be exactly 5-years from the date of closing on the property unless one of the following occurs earlier:
 1. Joanne Millpointer voluntarily vacates the premises
 2. Joanne Millpointer is no longer able to occupy premises due to medical incapacities
 3. The property is damaged exceeding the percentage contained in paragraph 19; or Joanne Millpointer fails to undertake repairs to the property as required in that paragraph
4. The COUNTY, its employees and agents shall have the right to enter into the House for reasonable inspection with a 24-hour notice to Joanne Millpointer. The COUNTY agrees that Joanne Millpointer may, at her discretion, be present during any inspection. It is acknowledged that the COUNTY owns the surrounding Property, and may enter and perform necessary work at any time. Work includes, but is not limited to, grading, sloping, relocation of utilities and associated parkland improvement activities.

5. Joanne Millpointer's limited right of occupancy does not include the right to assign the Residential Use, or permit any occupancy by a third party except that, if reasonably necessary, JoAnne Millpointer will be allowed a live-in hospice caregiver to assist her in the occupancy upon prior written notice to the COUNTY. Family members will be allowed temporary occupancy for visiting purposes.
6. The Property and House shall be used only for existing residential purposes by Joanne Millpointer and she will not permit them to be used for any other purpose.
7. Joanne Millpointer shall give the COUNTY written notice of the date of actual vacation of the Property and House and turn over to the COUNTY all keys, either in person or by mail, immediately upon vacating the Property and House.
8. During occupancy, Joanne Millpointer shall pay for and be responsible for all utility bills connected with the Property and the House, including water, sewer, electricity and gas. At such time of vacation, Joanne Millpointer shall notify respective utility companies of her moving plans and request a final reading done up to that date. All utility charges incurred by shall be the responsibility of Joanne Millpointer.

Insurance and Liability

9. Personal property and personal liability insurance shall be the obligation of Joanne Millpointer.
10. Joanne Millpointer has examined and accepts the condition of the subject property and no representation as to the condition or repair thereof has been made by the COUNTY prior to or at the execution of this Residential Use agreement.
11. Joanne Millpointer shall keep the House in a clean and serviceable condition and shall be liable for all acts of negligence by herself and her guests.
12. Joanne Millpointer agree to indemnify, hold harmless and defend the COUNTY, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs or expenses, including attorney fees, in connection with or related thereto, arising out of Joanne Millpointer's occupancy or use of said premises.
13. Joanne Millpointer will be responsible for maintenance of the Property and House. This shall include all usual and ordinary Property and House maintenance activities, including, but not limited to, snow removal and lawn mowing.
14. Joanne Millpointer further agrees not to remove from the Property any soil, vegetation, or land improvements without permission of the COUNTY, except those items agreed to by both parties.

15. During the term of occupancy, Joanne Millpointer shall not encumber the Property or House with liens of any nature. If Joanne Millpointer causes the Property or House to be encumbered by liens, she shall pay and be responsible for payment to the lien holder.
16. The COUNTY and Joanne Millpointer shall obey all lawful orders, rules and regulations of all governmental authorities.
17. Joanne Millpointer shall pay all claims against herself or the Property or House that may arise as a result of her occupancy. Joanne Millpointer agrees to save harmless the COUNTY from claims that may arise from her occupancy and further agrees to carry a Standard Liability Insurance Policy.
18. Joanne Millpointer agrees to remove all personal property on the Residential Use Termination Date and, should Joanne Millpointer leave any personal property after vacating, the personal property shall be considered abandoned and the COUNTY shall have the right to dispose of it in any manner the COUNTY sees fit without liability. Joanne Millpointer acknowledges that all personal property shall be removed from the Property, including any and all hazardous materials, such as but not limited to oil, paint, tires, insecticides, and the like, unless a prior written agreement has been reached regarding the specific items. Joanne Millpointer shall be charged for any cost incurred by the COUNTY for the disposal of any abandoned personal property not included in a separate written agreement. The COUNTY intends to dispose of any abandoned personal property immediately upon vacation of the Property.

In case the House is partially damaged by fire or other casualty, repairs shall be limited by value of damage at the option of the COUNTY(see chart below), , All repairs to the residential structure shall be at Joanne Millpointer's expense

- Year 1 – greater than 50% residential structural damage.
- Year 2 – greater than 40% residential structural damage
- Year 3 – greater than 30% residential structural damage
- Year 4 – greater than 20% residential structural damage
- Year 5 – greater than 10% residential structural damage

19. If the property damage exceeds the percentages in the table above; this residential use agreement shall terminate and Joanne Millpointer shall vacate the property.

Additional Terms

20. Should Joanne Millpointer neglect or fail to perform and observe any of the terms of this Agreement, the COUNTY shall give her written notice of such breach, delivered to her personally or mailed by certified mail to the address shown in this Residential Use agreement. If Joanne Millpointer fails within ten (10) days after said notice to correct said breach, the COUNTY may declare this Residential Use agreement terminated and take action to remove Joanne Millpointer from the Property and House.

21. The parties have negotiated the occupancy period and Residential Use Termination Date for mutual benefit and have, therefore, relied upon the date in making other business decisions so that time is of the essence. If Joanne Millpointer does not vacate on or before the Residential Use Termination Date for any reason, the COUNTY will seek damages and specific performance of this Agreement in court, and any other remedies available to take possession of the Property and House.
22. It is agreed the COUNTY shall have the right to claim damages against Joanne Millpointer, upon surrender of possession by Joanne Millpointer, in the event that Joanne Millpointer has not complied with this Agreement.
23. The parties agree to act in good faith and use diligence in completing the terms of this Agreement. This Agreement binds and inures to the benefit of the parties and their successors in interest, personal representatives, heirs, executors, trustees and administrators.
24. This Agreement is the sole agreement of the parties and supercedes any other oral or written agreement. This Agreement cannot be amended without the mutual written agreement of the parties.

Joanne Millpointer

WAUKESHA COUNTY

Date	Date
Signature	Signature
Print Name	Dale Shaver Print Name Parks and Land Use Director Print Title

Name and Number for contact

Joanne Millpointer
 N45 W33206 Wisconsin Avenue
 Nashotah WI 53058

Name and Number for contact at Waukesha County

Duane A. Grimm
 Phone (262) 548-7807
 Fax (262) 896-8071
 Email dgrimm@waukeshacounty.gov

Mailing Address:
 515 West Moreland Blvd Room AC230
 Waukesha, WI 51388