

CITY OF SPARTA
COMMON COUNCIL AGENDA
October 11, 2023

CITY HALL

6:00 P.M.

CALL MEETING TO ORDER

ROLL CALL

PLEDGE BY ALDERMAN JIM CHURCH

APPROVAL OF AGENDA

CONSENT AGENDA: Minutes of the special meeting on September 27, 2023

Presentation to Thomas Noack

RESOLUTIONS

Resolution Accepting Bid for Dump Truck with Plow

Resolution Authorizing Transfer of Parcel from Nussdorfer Revocable Trust to City of Sparta

Resolution Transferring Right of First Refusal (Specialty Logistics & Warehouse, LLC to Martin Warehousing, LLC)

Resolution Authorizing Mayor and City Clerk to Execute Deed (Circle K dba Indianhead Oil Co., LLC)

OTHER BUSINESS

Consideration of “Class B” Liquor / Class “B” Beer License Harsh Patel, Agent, for Nilkanth Two, LLC dba Country Inn & Suites Located at 737 Avon Road for the Remainder of the 2023-2024 Term

Consideration of Video Game License for Nilkanth Two, LLC dba Country Inn & Suites Located at 737 Avon Road for the Remainder of the 2023-2024 Term

Consideration of Extension of “Class B” Liquor License for Beau Burlingame dba Beer Shop Located at 200 W Wisconsin Street on October 20, 2023 from 4:00 p.m. to 11:00 p.m. and October 21, 2023 from 4:00 p.m. to 11:00 p.m.

CITY ADMINISTRATOR REPORT

ITEMS FOR FUTURE CONSIDERATION

ADJOURN

Posted: 10/10/2023

CITY OF SPARTA
SPECIAL COMMON COUNCIL MINUTES
September 27, 2023

PRESENT: Jim Church, Kevin Brueggeman, Bruce Humphrey, Matthew Hoffland, Josh Lydon (arrived at 5:35 p.m.), Robert Arnold, David Kuderer, Mayor Riley

ABSENT: Troy Harris

ALSO PRESENT: Todd Fahning, Mark Sund, Brea Grace, Emilee Nottestad, Booker Ferguson

Mayor Riley called the meeting to order at 5:30 p.m.

Roll Call was done by the City Clerk.

The Pledge of Allegiance was led by David Kuderer.

A motion was made by Matthew Hoffland and seconded by Kevin Brueggeman to approve this agenda. Motion carried 6-0.

A motion was made by Matthew Hoffland and seconded by Kevin Brueggeman to approve the consent agenda consisting of the minutes of the last regular meeting of September 13, 2023. Motion carried 6-0.

RESOLUTIONS

**RESOLUTION APPROVING THE PROJECT PLAN AND
ESTABLISHING THE BOUNDARIES FOR THE CREATION OF
TAX INCREMENTAL DISTRICT #10 (TID #10)**

Mayor Riley read the Resolution the first and second time. Matthew Hoffland moved to read the Resolution third time by title only, rules be suspended and placed before the Council for immediate action, seconded by Kevin Brueggeman. Motion carried 6-0. Mayor Riley read the Resolution third time by title only and the Resolution was approved on a roll call vote 7-0.

There were no items for future consideration.

A motion was made by Jim Church and seconded by Matthew Hoffland to adjourn at 5:36 p.m. Motion carried 7-0.

Respectfully submitted,
Jennifer Lydon, City Clerk

RESOLUTION ACCEPTING BID FOR DUMP TRUCK WITH PLOW

WHEREAS, the Public Works Board sought bids for a new dump truck with plow for the Public Works Department, and

WHEREAS, such bids have been received by the Board and the Board has recommended the acceptance of the bid in the amount of \$213,922.50 by DeBauche Truck and Diesel located at 535 Fanta Reed Place, La Crosse WI for a new International dump truck with plow.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the bid of DeBauche Truck and Diesel, in the amount of \$213,922.50 for the above described dump truck and plow is hereby accepted, and any and all other bids are hereby rejected.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute on behalf of the City all documents and perform any other acts necessary or desirable to conclude the transaction and the proposal which is hereby accepted.

Dated this 11th day of October, 2023.

OFFERED BY:

Alderman Kevin Brueggeman

APPROVED BY:

Kevin Riley, Mayor

RESOLUTION AUTHORIZING TRANSFER OF PARCEL FROM NUSSDORFER REVOCABLE TRUST TO CITY OF SPARTA

WHEREAS, previously, parcels of land have been transferred from the Nussdorfer Revocable Trust to the City of Sparta and

WHEREAS, a small strip of right of way which was intended to be transferred to the City was left out of pervious quit claim deeds executed by the Nussdorfer Revocable Trust, and

WHEREAS, that quit claim deed attached as exhibit A describes the parcel to be transferred from the Nussdorfer Revocable Trust to the City of Sparta,

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the transfer of said parcel described in Exhibit A from the Nussdorfer Revocable Trust to the City of Sparta is hereby approved and the Mayor and City Clerk are hereby authorized to accept and register the Quit Claim Deed in the form of Exhibit A hereto, which is annexed and incorporated by reference.

Dated this 11th Day of October, 2023.

OFFERED BY:

Alderman Josh Lydon

APPROVED BY:

Kevin Riley, Mayor

CERTIFICATE

I, the undersigned City Clerk of the City of Sparta, Monroe County, Wisconsin, hereby certify that the foregoing resolution was adopted by the Common Council held at the City Hall in Sparta, Wisconsin, on the 11th Day of October, 2023.

WITNESSETH my hand and the seal of the City this 11th Day of October, 2023.

Jennifer Lydon, City Clerk

**RESOLUTION TRANSFERRING RIGHT OF FIRST REFUSAL
(Specialty Logistics & Warehouse, LLC to Martin Warehousing, LLC)**

WHEREAS, the City of Sparta sold real property to Specialty Logistics & Warehouse, LLC and such conveyance was documented by a Warranty Deed recording at the Monroe County Register of Deeds Office on March 25, 2021 as Document No. 697712,

WHEREAS the City of Sparta retained a right of first refusal to repurchase the parcel of land, and

WHEREAS Specialty Logistics & Warehouse, LLC desires to sell and Martin Warehousing, LLC desires to purchase the Property

WHEREAS Martin acknowledges and agrees that the City of Sparta's Retained Right to Repurchase remains in full force and effect with respect to Martin's ownership of the Property unless otherwise agreed upon, in writing, by Sparta as agreed upon in the Waiver and Acknowledgement Agreement attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the City of Sparta authorizes the Mayor and Clerk to execute the Waiver and Acknowledgement Agreement attached as Exhibit A which transfers the City of Sparta's right of first refusal from Specialty Logistics & Warehouse, LLC to Martin Warehousing, LLC upon the sale of the land between those parties.

Dated this 11th Day of October, 2023.

OFFERED BY:

Alderman Josh Lydon

APPROVED BY:

Kevin Riley, Mayor

WAIVER AND ACKNOWLEDGEMENT AGREEMENT

THIS WAIVER AND ACKNOWLEDGEMENT AGREEMENT (“Agreement”) is made and entered into on October ____, 2023, by **THE CITY OF SPARTA**, a municipal corporation (“Sparta”), **SPECIALTY LOGISTICS & WAREHOUSE GROUP, LLC** (“Specialty”), and **MARTIN WAREHOUSING LLC** (“Martin”).

Recitals:

WHEREAS, Sparta sold real property to Specialty Logistics & Warehouse, LLC and such conveyance was documented by a Warranty Deed recording at the Monroe County Register of Deeds Office on March 25, 2021 as Document No. 697712 (“Deed”); and

WHEREAS, the legal description and parcel identification number related to the Deed are as follows:

Lot 1 of Certified Survey Map, recorded on November 6, 2008, in Volume 22 of Certified Survey Maps, Page 166, as Document No. 589034, located in the Southeast ¼ of the Southwest ¼ of Section 17, Township 17 North, Range 3 West, in the City of Sparta, Monroe County, Wisconsin

PIN: 281-02513-9657

(“Property”); and

WHEREAS, in the Deed, Sparta retained “a right of first refusal for the original purchase price of \$6000 per acre for any undeveloped portion of said lot” (“Retained Right”); and

WHEREAS, a correction instrument was signed by Specialty and recorded with the Monroe County Register of Deeds on May 18, 2023 as Document No. 714820 correcting the name of the grantee on the Deed to Specialty; and

WHEREAS, Specialty desires to sell and Martin desires to purchase, the Property; and

WHEREAS, Sparta is willing to waive its Retained Right with respect solely to the sale by Specialty; and

WHEREAS, the parties are entering into this Agreement in order to codify their agreements with respect to the aforementioned issues;

NOW, THEREFORE:

In consideration of the foregoing recitals and the conditions and terms set forth below, the parties hereby agree as follows:

1. Waiver. Sparta hereby irrevocably waives its Retained Right as set forth in the Deed with respect to the sale of the Property by Specialty to Martin.
2. Acknowledgement. Martin hereby acknowledges and agrees that the Retained Right remains in full force and effect with respect to Martin's ownership of the Property unless otherwise agreed upon, in writing, by Sparta.
3. Recording of Agreement. The parties agree that this Agreement may be recorded at the Monroe County Register of Deeds Office if required in connection with the sale of the Property by Specialty to Martin.
4. Counterparts. This Agreement may be executed in any number of counterparts, each of which are deemed to be an original, but all of which constitute one and the same instrument. This Agreement shall be governed by and construed under the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

[Signature pages follow]

SPARTA:
The City of Sparta

By: _____
Kevin Riley, Mayor

By: _____
Jennifer Lydon, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me on October ____, 2023, the above-named Kevin Riley, Mayor, City of Sparta, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____.

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me on October ____, 2023, the above-named Jennifer Lydon, City Clerk, City of Sparta, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____.

SPECIALTY:

Specialty Logistics & Warehouse Group LLC

By: _____
Dean Hansen, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me on October ____, 2023, the above-named Dean Hansen, Member of Specialty Logistics & Warehouse Group LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____.

MARTIN:
Martin Warehousing LLC

By: _____
Allan L. Martin, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me on October ____, 2023, the above-named Allan L. Martin, Member of Martin Warehousing LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____.

**RESOLUTION AUTHORIZING MAYOR AND
CITY CLERK TO EXECUTE DEED
(Circle K dba Indianhead Oil Co., LLC)**

WHEREAS, the Finance Committee has recommended that certain City owned property be sold and transferred to Circle K or its subsidiary, Indianhead Oil Co., LLC, in the amount of \$106,400, and

WHEREAS, documents have been drafted spelling out the details and execution of the sale and transfer of said property including the Purchase Agreement, Covenant to Repurchase, and Warranty Deed attached as exhibit A,

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the Mayor and City Clerk are hereby authorized to execute and deliver to Circle K or its subsidiary, Indianhead Oil Co., LLC, the Purchase Agreement, Covenant to Repurchase, and Warranty Deed in the form of Exhibit A hereto, which is annexed and incorporated by reference, according to the terms of those documents.

Dated this 11th Day of October, 2023.

OFFERED BY:

Alderman Josh Lydon

APPROVED BY:

Kevin Riley, Mayor

CERTIFICATE

I, the undersigned City Clerk of the City of Sparta, Monroe County, Wisconsin, hereby certify that the foregoing resolution was adopted by the Common Council held at the City Hall in Sparta, Wisconsin, on the 11th Day of October, 2023.

WITNESSETH my hand and the seal of the City this 11th Day of October, 2023.

Jennifer Lydon, City Clerk

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON October 5, 2023 [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, Indianhead Oil Co., LLC
4 _____, offers to purchase the Property known as [Street Address] 3002 Bicycle Street
5 legally described and depicted on Exhibit "A" attached hereto _____ in the City
6 of Sparta _____, County of Monroe _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:
8 ■ PURCHASE PRICE: One Hundred Six Thousand Four Hundred and No/100 Dollars
9 _____ Dollars (\$ 106,400.00 _____).
10 ■ EARNEST MONEY of \$ 0.00 _____ accompanies this Offer and earnest money of \$ 0.00 _____ will be
11 mailed, or commercially or personally delivered within NA _____ days of acceptance to listing broker or
12 Chicago Title Insurance Company 3100 Monticello, Suite 800, Dallas, Texas 75205, Attn: Allyson Shirar, Email: allyson.shirar@ctt.com ("Escrow Agent")
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: _____
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____
20 ■ NOT INCLUDED IN PURCHASE PRICE: _____
21 _____
22 _____
23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**
24 **by Seller or which are rented and will continue to be owned by the lessor.**
25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**
28 **acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 upon the date of the last party to execute below _____. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Attorney Daniel Hellman
39 Buyer's recipient for delivery (optional): James W. Hollis Jr., Head of Legal Affairs, 19500 Bulverde Road, Ste. 100, San Antonio, TX 78259
40 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)
42 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 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, or to the Party's
46 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: _____
48 Delivery address for Buyer: _____
49 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): attorney@spartawisconsin.org
54 E-Mail address for Buyer (optional): James.Hollis@circlek.com
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated NA and Real Estate Condition Report, if applicable, dated NA, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

CLOSING This transaction is to be closed no later than ten (10) business days after Buyer receives its ALTA survey, through the services of the Escrow Agent ~~at the place selected by Seller~~, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and

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

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

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

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

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

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

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

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

☐ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than days before closing, estoppel letters dated within days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

RENTAL WEATHERIZATION This transaction (is) (~~is not~~) STRIKE ONE exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. SPS 367). If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES

This agreement is contingent upon the Covenant and Agreement to Repurchase which is attached to this Offer and shall be filed with the register of deeds at Closing.

126 ☒ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: construction of a convenience store and
127 and retail fueling facility
128 _____ [insert proposed use and type and size of building, if applicable; e.g.
129 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
130 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
131 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
132 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

133 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
134 (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
135 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
136 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

137 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
138 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
139 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
140 _____
141 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
142 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

143 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
144 STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

145 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)
146 expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____
147 CHECK ALL THAT APPLY, for the Property for its proposed use described
148 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
149 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

150 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (~~Seller providing~~) STRIKE ONE ("Seller providing" if neither is
151 stricken) a ALTA/ACSM Land Title Survey _____ survey (ALTA/ACSM Land Title Survey if survey type is not
152 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within prior to Closing days of
153 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of 3.04 acres,
154 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
155 the Property, the location of improvements, if any, and: _____
156 _____.

157 STRIKE AND COMPLETE AS APPLICABLE Additional map features
158 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
159 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
160 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

161 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map**
162 **when setting the deadline.**

163 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
164 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
165 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
166 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
167 void.

168 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
169 _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

170 ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
171 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
172 representations made prior to and in this Offer.
173 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
174 of all liens, other than liens to be released prior to or at closing.
175 ☐ Rent roll.
176 ☐ Other _____

177 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
178 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
179 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
180 notices.

181 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
182 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
183 and any reproductions) to Seller if this Offer is terminated.

184 ☒ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
185 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

DEFINITIONS

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

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

- a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
- d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
- g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.
- o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
- r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.
- t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- u. Government investigation or private assessment/audit (of environmental matters) conducted.
- v. Other Defects affecting the Property.

■ **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.

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

(Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

227
228 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

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

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

243 **If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286**
244 **or in an addendum attached per line 479.**

245 **NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that**
246 **purpose.**

247 **■ BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. **Buyer and Seller agree that**
250 **delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,**
251 **after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
252 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

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

256 **■ SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

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

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

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

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

277 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

278 _____

279 _____

280 _____

281 _____

282 _____

283 _____

284 _____

285 _____

286 _____

DEFINITIONS CONTINUED FROM PAGE 4

■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

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

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

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

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

EARNEST MONEY

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

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

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

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

TITLE EVIDENCE

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 a copy of such Warranty Deed is attached hereto as Exhibit "B"

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

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

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

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

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

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

379 ☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

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

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

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

If **Buyer defaults**, Seller may:

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

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages such damages not to exceed \$10,000

If **Seller defaults**, Buyer may:

(1) sue for specific performance; or

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

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 Offer 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.

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

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

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

CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's decision to purchase.

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

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

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

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

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

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

450 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____

453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).**

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 ☒ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

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

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

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

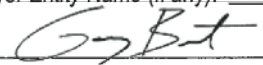
475 _____
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
477 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 ☒ **ADDENDA:** The attached _____ Covenant and Agreement to Repurchase _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____ Attorney Daniel Hellman of the City of Sparta

481 _____ on October 5, 2023

482 Buyer Entity Name (if any): Indianhead Oil Co., LLC

483 (x)  Gary Brant, Vice President Operations 10/10/2023
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

485 (x) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

488 _____ Broker (By) _____

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

492 Seller Entity Name (if any): City of Sparta

493 (x) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

495 (x) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] Daniel Hellman of the City of Sparta

498 _____ on October 5, 2023 at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

COVENANT AND AGREEMENT TO REPURCHASE

THIS AGREEMENT is entered on this ____ day of _____ 2023, between the City of Sparta, a municipal corporation under the laws of the State of Wisconsin (“**Sparta**”) and Indianhead Oil Co., LLC, a Wisconsin limited liability company (“**Indianhead**”).

RECITALS:

- A. Sparta has conveyed to Indianhead a vacant lot located in the County of Monroe, State of Wisconsin, and legally described as follows:

See Exhibit "A", attached hereto (the "Property")

- B. The Property is part of an industrial/commercial development area developed by Sparta.
- C. The Property was sold (\$106,400.00) to Indianhead not to hold for investment or resale, but with the intent that Indianhead will proceed with construction of the Property consistent with development plans it presented to Sparta.
- D. Indianhead acknowledges that as part of the purchase and sale, Indianhead agrees to commence and complete construction of the Property within the time frame set forth herein and if Indianhead fails to so commence construction within such time periods, Sparta may repurchase the property for the price paid by Indianhead.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Indianhead covenants and agrees that Indianhead will commence construction of a convenience store and retail fueling facility on the Property within eighteen (18) months of the date of this agreement (the “**Commencement Deadline**”) and complete said construction within eighteen (18) months of commencement (the “**Completion Deadline**”), provided, however, the parties may extend these time periods by mutual agreement in the event of reasonable unforeseen delays. Notwithstanding the foregoing, if, by the Completion Deadline, Indianhead has yet completed construction on the Property, but construction is ongoing, the Completion Deadline shall automatically extend until the earlier of: (a) construction is complete or (b) Indianhead ceases all construction activity for more than thirty (30) consecutive days, subject to force majeure.
2. In the event Indianhead fails to commence construction as required in Paragraph 1 above, Sparta shall have the option to repurchase the Property. Such repurchase shall be accomplished by:

- a. Sparta shall give notice to Indianhead.
 - b. Indianhead shall deliver a Warranty Deed (Deed), conveying the Property to Sparta, free and clear of any liens or encumbrances, save and except easements and restrictions of record as of the date hereof, and installments of real estate taxes and special assessments which are not yet due and payable as of the date of the reconveyance to Sparta;
 - c. Sparta shall pay Indianhead the sum of \$106,400.00
- 3. The closing on such repurchase may take place any time after the expiration of the period described in Paragraph 1 above; provided, however the parties shall use reasonable efforts to close within 180 days thereafter.
 - 4. In the event Indianhead breaches Indianhead obligation in regard to such repurchase by failing to deliver the deed or otherwise, Sparta shall be entitled to all rights and remedies provided by law, including but not limited to specific performance; and in the event of such breach shall be entitled to reasonable attorney fees and costs in addition to any damages.
 - 5. In the event Indianhead assessed value for improvements on the parcel are less than \$750,000, Indianhead agrees to be specially assessed for the difference between the assessed value of the improvements on the parcel and the \$750,000 guaranteed improvements multiplied by the current tax rate in the City of Sparta. Said special assessment will continue annually until the TIF incentive of \$81,900 has been fully recaptured.
 - 6. This Agreement shall be binding upon the parties, their successors and assigns, and the covenant and repurchase obligation set forth herein shall run with the Property.
 - 7. This Agreement shall automatically terminate upon completion of construction. Upon satisfaction of the covenant to complete construction, if requested by Indianhead, Sparta will confirm in writing and file of record, satisfaction of such covenant and termination of Sparta's repurchase option.

CITY OF SPARTA

By: _____
Jennifer Lydon, Clerk

By: _____
Gary Brant, Vice President Operations

The foregoing was acknowledged before me on this ____ day of ____ 2023, by Kevin Riley, the Mayor and Jennifer Lydon, Clerk of the City of Sparta, a municipal corporation under the laws of the State of Wisconsin, on behalf of the municipal corporation.

STATE OF _____)
 _____)ss
 COUNTY OF _____)

The foregoing was acknowledged before me on this ____ day of ____ 2023, by Gary Brant, the Vice President Operations for Indianhead Oil Co., LLC, a Wisconsin limited liability company, on behalf of the company.

Notary Public
My commission expires:

Exhibit “A”
To
WB-15 Commercial Offer to Purchase

(Legal Description of the Property)

Lot One (1) of Monroe County Certified Survey Map, recorded August 31, 2023 in Volume 29 of Certified Survey Maps, on Page 188, as Document No. 716725, being a part of Lot 1 and part of Outlot 1 of Monroe County Certified Survey Map Vol.28, Page 58, as Document No. 673037, and located in the SE1/4-SW1/4, the NE1/4-SW1/4 of Section 26, T17N, R4W, City of Sparta, Monroe County, Wisconsin.

Tax Key No. 281-02683-5801

Address: 3002 Bicycle Street Sparta, WI 54656

**Exhibit “B” to
WB-15 Commercial Offer to Purchase**

(Form of Warranty Deed)

[See Attached]

Schedule 1
To
Warranty Deed

(Legal Description of the Property)

Lot One (1) of Monroe County Certified Survey Map, recorded August 31, 2023 in Volume 29 of Certified Survey Maps, on Page 188, as Document No. 716725, being a part of Lot 1 and part of Outlot 1 of Monroe County Certified Survey Map Vol.28, Page 58, as Document No. 673037, and located in the SE1/4-SW1/4, the NE1/4-SW1/4 of Section 26, T17N, R4W, City of Sparta, Monroe County, Wisconsin.

Tax Key No. 281-02683-5801

Address: 3002 Bicycle Street Sparta, WI 54656

**Schedule 2
To
Warranty Deed**

(Permitted Exceptions)

1. Pipe Line Easement granted to Milwaukee Gas Light Company, a Wisconsin corporation, dated May 19, 1961 and filed of record on May 22, 1961 in Volume 44 of Misc., on Page 265, as Document No. 267558.
2. Conveyance to State of Wisconsin (Department of Transportation Division of Highways), and conditions thereof, recorded October 26, 1967, as Document No. 289678.
3. Telephone Buried Plant Right-of-Way Easement granted to Monroe County Telephone Company, and conditions contained therein, recorded January 19, 1981, as Document No. 351860.
4. Mutual Driveway Easement Agreement dated January 18, 1991 and filed of record on January 22, 1991 in Volume 123 of Deeds, on Page 239, as Document No. 407736.
5. Ordinance No. 674 of Direct Annexation, and conditions thereof, recorded February 18, 2005, as Document No. 546669.
6. Restrictions, easement, conditions, and notes as referenced in Certified Survey Map, recorded April 26, 2005, in Volume 18 of Certified Survey Maps, Page 123, as Document No. 548565.
7. Conveyance of Rights in Land recorded on October 26, 2005 as Document No. 554992.
8. Water Retention Covenants Agreement dated August 5, 2014 and filed of record on August 7, 2014 as Document No. 643460.
9. Restrictions, easement, conditions, and notes as referenced in Certified Survey Map, recorded May 22, 2018 in Volume 28 of Certified Survey Maps, on Page 58, as Document No. 673037.
10. Access Rights recorded on December 15, 2000 in Document No. 4972723.
11. Restrictions, easement, conditions, and notes as referenced in Certified Survey Map, August 31, 2023 in Volume 29 of Certified Survey Maps, Page 188, as Document No. 716725.

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

CO-13687
Revision A

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

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CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO. CO-13687
REVISION A**

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Craig Koller Chicago Title Company 20825 Swenson Dr., Suite 200 Waukesha, WI 53186 Phone: 2627963879 Main Phone: (262)796-3800 Email: Craig.Koller@ctt.com	

Order Number: CO-13687**SCHEDULE A**

1. Commitment Date: October 2, 2023
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2021 w-WI Mod
Proposed Insured: Circle K Stores Inc.
Proposed Amount of Insurance: \$106,400.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
City of Sparta
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Countersigned By:



Craig Koller
Authorized Officer or Agent

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

Lot One (1) of Monroe County Certified Survey Map, recorded August 31, 2023 in Volume 29 of Certified Survey Maps, on Page 188, as Document No. 716725, being a part of Lot 1 and part of Outlot 1 of Monroe County Certified Survey Map Vol. 28, Page 58, as [Document No. 673037](#), and located in the SE1/4-SW1/4, the NE1/4-SW1/4 of Section 26, T17N, R4W, City of Sparta, Monroe County, Wisconsin.

Tax Key No. 281-02683-5801

Address: 3002 Bicycle Street Sparta, WI 54656

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Furnish for recordation a Warranty Deed as set forth herein, City of Sparta, grantor, Circle K Stores Inc., grantee.
5. The proposed conveyance from the City of Sparta must be executed by the mayor and city clerk unless we are provided with a common council resolution providing otherwise.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. The Company should be furnished with satisfactory affidavits from the present owner and purchaser that no commissions are owed in favor of any real estate broker for the property, or that all such commissions will be paid at closing. No broker lien or notice of intent to file lien has been recorded as of the effective date of this commitment to insure.
8. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Note: Exception 1 will be removed only if no intervening matters appear of record between the effective date of this commitment and the recording of the instruments called for at Item 3 of Schedule B-I, or if a gap endorsement is issued in conjunction with this commitment and the requirements for the issuance of "gap" coverage as described in the endorsement are met, including the payment of the premium.

2. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.

Note: Exception 2 will be removed only if the Company receives written evidence from the municipality that there are no special assessments against the land, or that all such items have been paid in full.

3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the land, whether assessed or charged before or after the Date of Policy.

The Company insures the priority of the lien of the insured mortgage over any such lien, charge or fee.

Note: Exception 3 will be removed only if the Company receives (1) written evidence from the municipality that there are no deferred charges, hookup fees, or other fees or charges attaching to the property; (2) evidence that the land contains a completed building; and (3) a statement showing that the land has a water and sewer use account. If the land is vacant, this exception will not be removed.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Note: Contact the Company for information on the deletion of this exception.

5. Rights or claims of parties in possession not shown by the public records.

Note: Exception 5 will be removed only if the Company receives the Construction work and Tenants Affidavit on the form furnished by the Company. If the affidavit shows that there are tenants, Exception 5 will be replaced by an exception for the rights of the tenants disclosed by the Affidavit.

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SCHEDULE B, PART II - Exceptions
(continued)

6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the public records.
8. Any claim of adverse possession or prescriptive easement.

Note: Exceptions 6, 7 and 8 will be removed only if the Company receives an original survey which (1) has a current date, (2) is satisfactory to the Company, and (3) complies with current ALTA/NSPS Minimum Survey Standards or Wisconsin Administrative Code AE-7 together with the certification agreed on between the Wisconsin Land Title Association and the Wisconsin Society of Land Surveyors on April 1, 1974. If the survey shows matters which affect the title to the property, Exceptions 6, 7 and 8 will be replaced by exceptions describing those matters.

9. General taxes for the year 2023, not yet due and payable.
10. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
11. Pipe Line Easement granted to Milwaukee Gas Light Company, a Wisconsin corporation, dated May 19, 1961 and filed of record on May 22, 1961 in Volume 44 of Misc., on Page 265, as [Document No. 267558](#).
12. Conveyance to State of Wisconsin (Department of Transportation Division of Highways), and conditions thereof, recorded October 26, 1967, as Document No. 289678.
13. Telephone Buried Plant Right-of-Way Easement granted to Monroe County Telephone Company, and conditions contained therein, recorded January 19, 1981, as Document No. 351860.
14. Mutual Driveway Easement Agreement dated January 18, 1991 and filed of record on January 22, 1991 in Volume 123 of Deeds, on Page 239, as [Document No. 407736](#).
15. Ordinance No. 674 of Direct Annexation, and conditions thereof, recorded February 18, 2005, as Document No. 546669.
16. Restrictions, easement, conditions, and notes as referenced in Certified Survey Map, recorded April 26, 2005, in Volume 18 of Certified Survey Maps, Page 123, as Document No. 548565.
17. Conveyance of Rights in Land recorded on October 26, 2005 as [Document No. 554992](#).
18. Water Retention Covenants Agreement dated August 5, 2014 and filed of record on August 7, 2014 as [Document No. 643460](#).

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SCHEDULE B, PART II - Exceptions
(continued)

19. Restrictions, easement, conditions, and notes as referenced in Certified Survey Map, recorded May 22, 2018 in Volume 28 of Certified Survey Maps, on Page 58, as [Document No. 673037](#).
20. Access Rights recorded on December 15, 2000 in [Document No. 4972723](#).
21. Restrictions, easement, conditions, and notes as referenced in Certified Survey Map, August 31, 2023 in Volume 29 of Certified Survey Maps, Page 188, as Document No. 716725.

END OF EXCEPTIONS**NOTES**

- Note A: A copy of the last conveyance instrument is included for reference recorded as [Document No. 662206](#).
- Note B: Special assessment letters, water bill and tax bill have NOT been ordered at this time. Please contact Chicago Title at least 15 days prior to your closing date if you wish them to be ordered at that time.

END OF NOTES**END OF SCHEDULE B, PART II**

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements;
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION – INTENTIONALLY DELETED**END OF CONDITIONS**

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Form
AT-106

Original Alcohol Beverage
License Application

FOR CLERKS ONLY	
Municipality	City of Sparta
License Period	

License(s) Requested

- ☐ Class "A" Beer \$ ☐ "Class A" Liquor \$
- ☒ Class "B" Beer \$ 100.00 ☒ "Class B" Liquor \$ 500.00
- ☐ "Class C" Wine \$ ☐ "Class A" Liquor (Cider Only) \$ 0
- ☐ Reserve "Class B" Liquor \$ ☐ "Class B" (Wine Only) Winery \$

License Fees	\$ 600.00
Publication Fee	\$ 17.00
Background Check	\$
Total Fees	\$ 617.00

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)

NILKANTH TWO LLC

2. Trade Name or DBA

COUNTRY INN & SUITES

3. Premises Address

737 AVON RD

4. County

MONROE

5. Municipality

SPARTA

6. Aldermanic District

7. Mailing Address (if different from premises address)

737 AVON RD

8. FEIN

92-4000540

9. Wisconsin Seller's Permit Number

456-1031448049-04

10. Premises Phone

(715) 315-9945

11. Premises Email

HARSHPATELHP374@ICLOUD.COM

12. Entity Type (check one)

- ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

LODGING PROPERTY/HOTEL THAT HAS 61 ROOMS. ALCOHOL WILL BE STORED IN A BEVERAGE COOLER BEHIND THE FRONT DESK AND WILL BE SERVED FROM BEHIND THE FRONT DESK, AS WELL AS UNDER FRONT DESK EMPLOYEE'S SUPERVISION.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate. ☐ Yes ☒ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1. State of Registration WISCONSIN		2. Date of Registration 05/11/23	
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Name of Parent Company		FEIN of Parent Company	
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary			
5. Agent's Last Name PATEL		Agent's First Name HARSH	Phone (715) 315-9945

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
PATEL	HARSH	OWNER/AGENT	(715) 315-9945

Part E: Attestation

Who must sign this application?

- sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <i>Form Attached</i>		Date 09/05/2023	
Name (Last, First, M.I.) PATEL, HARSH, D.			
Title OWNER	Email HARSHPATELHP374@ICLOUD.COM	Phone (715) 315-9945	

Part F: For Clerk Use Only

Date application was filed with clerk 9/06/2023	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk <i>Jennifer Gdon</i>		

BR
09/13/23

Tab to navigate within form. Use mouse to check appropriate boxes, press spacebar or press enter.

Save

Print

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town
☐ Village of SPARTA County of MONROE
☒ City

The undersigned duly authorized officer/member/manager of NILKANTH TWO LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as COUNTRY INN & SUITES

(Trade Name)

located at 737 AVON RD, SPARTA, WI 54656

appoints HARSH PATEL

(Name of Appointed Agent)

5246 HARDING AVE, PLOVER, WI 54467

(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 4 Y 3 M

Place of residence last year WISCONSIN

For: NILKANTH TWO LLC

(Name of Corporation / Organization / Limited Liability Company)

By 

(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, HARSH PATEL, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.


(Signature of Agent)

09/05/2023

(Date)

Agent's age 25

5246 HARDING AVE, PLOVER, WI 54467

(Home Address of Agent)

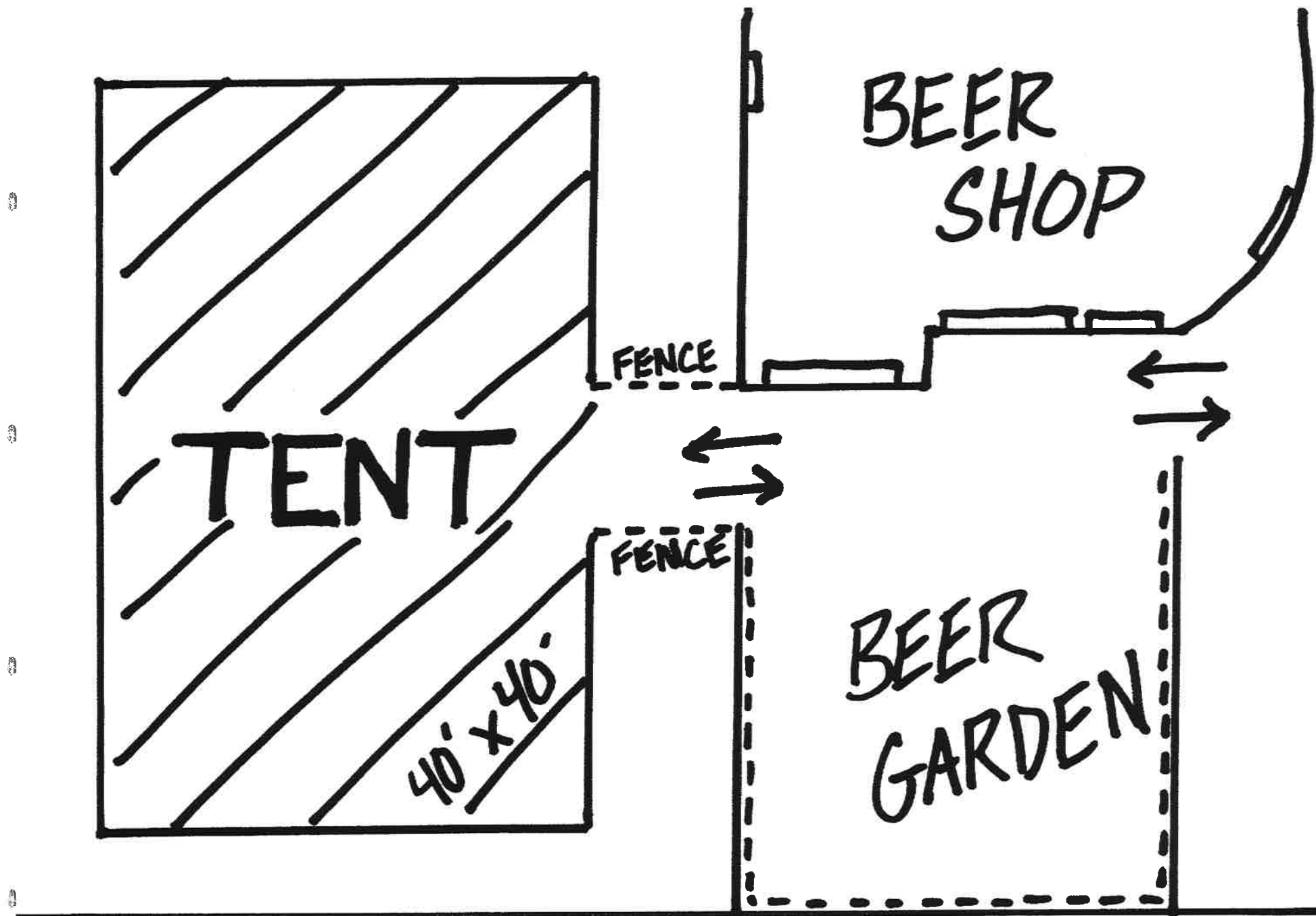
Date of birth 06/22/1998

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 09/13/23 by 
(Date) (Signature of Proper Local Official)

Title Police Chief
(Town Chair, Village President, Police Chief)



 = Fencing

HWY-16

City Administration Report October 2023

City Projects & Information

- Phase 3 for South Pointe in planning stages. Currently reviewing preliminary plans.
- Chamber storage facility started at DPW
- Working on engineering for water service to contaminated wells at old landfill
- Library starting footings in late October early November. Working on getting things going since most of the subcontractor's pulled off the job and we are now waiting for them to complete existing work so they can continue at the Library.
- All access trail has been paved in Amundson Park. Encourage all to go down and take a look.
- Dilapidated homes at 817 Central and 804 N. Benton scheduled for demolition in early November.

Budget

2023 budget mill rate \$5.19.

Financial

- Financial report attached for September.

Economic Development

- Multi-tenant building off HWY 71 completed
- ALDI started
- Circle K starting soon in South Pointe
- Working on water service engineering and plans for construction to Page Development after TID approval