

AGENDA

PLAN COMMISSION MEETING

Thursday – June 30, 2016 – 7:00 pm

Jackson Village Hall

N168W20733 Main St

Jackson, WI 53037

1. Call to Order & Roll Call.
2. Minutes – May 26, 2016, Plan Commission Meeting.
3. Concept Plan – Jackson Sports Complex – CTH P.
4. Conditional Use – Cathedral Builders – Industrial Drive, Tower Drive.
5. Discussion and Review of Comprehensive Plan.
6. Citizens to address the Plan Commission.
7. Adjourn.

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Village Hall at least one (1) business day prior to the meeting. It is possible that members of the Village Board may attend the above meeting. No action will be taken by any governmental body at this meeting other than the governmental body specifically referred to in this meeting notice. This notice is given so that members of the Village Board may attend the meeting without violating the open meeting law.

**DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday – May 26, 2016 – 7:00 pm
Jackson Village Hall
N168W20733 Main St
Jackson, WI 53037**

1. Call to Order & Roll Call.

Trustee John Kruepke called the meeting to order at 7:00 p.m.
Members present: Steve Schoen, Jeff Dalton, Greg Winn, and Peter Habel.
Members excused: Trustee Emmrich & Chair Pres. Schwab.
Staff present: John Walther and Brian Kober

2. Minutes – March 31, 2016, Plan Commission Meetings.

Motion by Peter Habel, second by Jeff Dalton to approve the minutes of March 31, 2016, with correction.
Vote: 5 ayes, 0 nays. Motion carried.

3. Conditional Use – Piggly Wiggly – Alteration & Addition of Parking Lot, Eagle Drive.

Tom Sugars was in attendance. This will be a face lift and addition for the Piggly Wiggly. He had received staff comments. The parking lot staff comments were discussed, one lane into the parking lot and two lanes exiting the parking lot. The ingress and egress were discussed. Motion by Peter Habel, second by Steve Schoen to Recommend the Village Board Approve the Conditional Use for Piggly Wiggly in regards to the Building Alteration & Addition of Parking lot, per staff comments.
Vote: 5 ayes, 0 nays. Motion carried.

4. Discussion and Review of Comprehensive Plan – Discussion postponed until June Meeting.

5. Citizens to address the Plan Commission.

Steve Schoen questioned if all of the items had been completed on the Bagley building. Administrator Walther commented that he was told that Bagley is looking to bring all of the items in the building itself. The building inspector has been in contact with Bagley in regards to the building. Discussion ensued of painting in the building.

6. Adjourn.

Motion by Peter Habel, second by Jeff Dalton to adjourn.
Vote: 5 ayes, 0 nays. Meeting was adjourned at 7:19 p.m.

Respectfully submitted by Deanna L. Boldrey – Clerk / Treasurer

VILLAGE OF JACKSON DEVELOPMENT APPLICATION FORM
 (Due 1st Friday of the month for that month's Planning Commission Meeting)

Name of Applicant PHIL DAHLBERG
 Contact _____ Address/ZIP V277 N16867 TILKE BLVD CT #1 Phone # (262) 305-3067
 E-mail Address PHIL@DAHLBERGLAWGROUP.COM Fax # where Agenda/Staff comments are to be faxed _____
 Name of Owner - SAME AS ABOVE - Address/ZIP _____ Phone# _____
 Owner Representative/Developer KRAIG K. SADOWNIKOW KRAIG@TEAMACS.NET AMERICAN CONSTRUCTION SERVICES, INC. (414) 303-1834
 Proposed Use of Site MULTI-FUNCTION SPORT COMPLEX Present Zoning _____

ACTION REQUESTED	FEE	SUBMITTAL REQUIREMENTS	TYPE OF INFORMATION DESCRIBED (See page 5)	PAPER COPIES	CD
X CONCEPT PLAN	\$50	1,2,6,13	1) Complete Application (all pages) 2) Describe what you intend to do (paragraph)		XXX
CONDITIONAL USE	\$150	1,2,3,4,5,6,7,14,15,16,18,19,20	3) Address Labels of adjacent owners to be notified (500' / 200') * 4) Owner acknowledgement of the request	Labels* 1	XXX
PLANNED UNIT DEVELOPMENT	\$150	1,2,3,4,5,6,7,8,9,10,14,15,16,17,18,20	5) Impact Statement 6) Location Map		XXX
REZONING	\$200	1,2,(3),4,6,9 or 10 (500' for rezoning 200' for Cond. Use or PUD Site Plan)	7) Development Plan / Site Plan 8) Preliminary Plat		XXX
CERTIFIED SURVEY MAP (CSM)	\$150	1,2,6,10,20	9) Final Plat 10) Certified survey Map		XXX
MINOR SUBDIVISION	\$150	1,2,3,5,6,10,15,16,17,18,20	11) Annexation Petition 12) Annexation Map	1	XXX
Extra-territorial Plat or CSM	\$150	1,2,6,9 / 10	13) Sketch Plan 14) Landscape Plan	4 (24x36)	XXX
Extra-territorial Plat outside Sanitary Service Area	\$50	1,2,6,9 / 10	Engineering Review - Infrastructure		
PRELIMINARY PLAT	\$300	1,2,3,5,6,9,15,16,17,18	15) Grading/Drainage Plan 16) Water / Sewer / Storm Sewer Plans	4 (24x36) 4 (24x36)	XXX
FINAL PLAT / Final Plat Reappl..	\$100	1,2,3,5,6,9,15,16,17,18,20	17) Street / Right of Way cross sections 18) Erosion Control Plan	4 (24x36) 4 (24x36)	XXX
ANNEXATION / ATTACHMENT	\$200	1,2,3,4,5,6,11,12,21	19) Proposed colors / materials 20) Developers Agreement		XXX
STREET EASEMENT/ VACATION	\$150	1,2,3,4,6,9	21) Annexation Agreement (includes pre-annex agreements)		XXX
VARIANCE	\$150	1,2,3,4,6,7	22) other -		XXX
* Labels	\$25		If not included with submittal & prepared by the Village.		

I certify the information and exhibits submitted are true and correct to the best of my knowledge, and that in filing this application I am acting with knowledge and consent of those persons listed above and owner(s) without whose consent the requested action cannot be lawfully acted upon.

Name KRAIG K. SADOWNIKOW Signature KK SA Date 6-2-16

Office Use: Date Received _____ Date Paid _____ Receipt # _____ Amount Paid \$ _____

AMERICAN
CONSTRUCTION SERVICES, INC.



AMERICAN
ARCHITECTURAL GROUP, INC.



DESIGN | BUILD | DEVELOPMENT

June 2, 2016

Village of Jackson
RE: Jackson WI Athletic Facility

Thank you for accepting the enclosed conceptual plans for Jackson Sports Complex.

Generally, the proposed and contemplated project will be used for a variety of sports and medical uses to include:

- Full-Size Soccer Field
- (10) Volleyball Courts
- (5) Basketball Courts
- Public areas to include mezzanine(s), concession(s), restroom(s)
- Batting Cages/Golf Hitting Area
- Office/Storage
- 10,000sqft +/- Sports Medicine Clinic
- 24 hour accessible Fitness Center
- Expansion Room for future uses

In addition to this primary facility, the property allows ample space for uses such as hospitality, retail, restaurant, professional office, senior living, financial/insurance services, etc.

We are seeking a Conceptual Review and consensus as to the overall proposed master plan. Upon approval, we will engage appropriate architectural and engineering professionals to complete required submittals along with a preliminary phasing plan for the development.

We would ultimately be interested in a PUD zoning allowing for the greatest flexibility in marketing future uses given the size of the property and breadth of potential uses.

We appreciate your consideration.

Sincerely,

Kraig K. Sadownikow
President
American Architectural Group, Inc.

VILLAGE OF JACKSON

Special Use Conditional Use Planned Unit Development Permit # _____

The Village of Jackson, hereby grants a Special Use Conditional Use Planned Unit Development
Permit to: CONCEPTUAL

Name of Business/Applicant: PHIL DAHLBERG

For a property located at (address): N OF HASMEL LAKE, EAST OF HWY A

Phone number of Business/Applicant: (262) 305-3063

For (land use, activity, sign, site plan, other): MULTI FUNCTION SPORTS COMPLEX

Impact Mitigation (noise, smoke, dust, odors, etc. affecting adjacent properties): TBD

Hours of Operation: SUN-SAT 6AM-10PM POTENTIAL FOR 24 HR FITNESS

Comprehensive/Master Plan Compatibility: _____

Building Materials (type, color): TBD

Setbacks from rights-of-way and property lines: TBD

Screening/Buffering: "

Landscape Plan (sizes, species, location): "

Signage (dimensions, colors, lighting, location): "

Lighting (wattage, style, pole location and height, coverage): "

Traffic flow, pedestrian circulation (curb to street width), (parking one/both/neither side(s),
(sidewalk/pedestrian way width and material): "

Storm-water Management: TBD

Erosion Control: ''

Fire Hydrant Location(s): ''

Knox Box, Posting Site (No Trespass signing), Emergency Telephone #'s: ''

Hazardous Material Storage: ''

Alarm Systems: ''

Site Features/Constraints: ''

Parking (no. of spaces, handicapped parking, and dimensions): ''

Tree and shrub preservation: ''

Setbacks/height limitations: ''

Wastewater Usage Projected: TBA gal/year Water Usage Projected: TBD gal/year

Duration and Review of Conditional Use (expiration, when reviewed: upon complaint, specified period):

TERMS OF THIS PERMIT

1. This permit shall become effective upon the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. The permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of the use permit shall be in strict conformity to the approval site, building, and operation plans which were filed in connection with the application for this permit (as attached and /or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

Granted by: Village Board _____ Date _____ Over the Counter _____ Date _____

John Walther, Administrator

_____, Owner

Please print name

Applications shall be submitted by 4:00 PM on the Friday of the month to be considered by the Planning Commission that month. In some cases, more than the number of copies on the face of this form will be required. Only complete applications shall be presented to the Planning Commission and the Village Board for action. Applications submitted without a pre-submittal conference risk delay by being incomplete.

The Planning Commission meets on the last Thursday of each month unless there is a conflict with a holiday. The Village Board meets on the second Tuesday of each month, and will conduct a public hearing. A decision on the request could be made at that meeting.

EXPLANATION OF TYPES OF INFORMATION (From face of application form):

1. **Application Form: Must be submitted on CD.**
2. Letter of Intent: What you are requesting in your own words. (Be brief)
3. Mailing Labels: It is your responsibility to provide the Village with current owner addresses. If mailed notification is required for your application, an incorrect address may cause you a delay. If the Village prepares the labels for you, there will be an additional charge of \$25.00
4. Proof of Property Ownership: A copy of a deed, tax notice, title insurance policy (first page), recorded plat, etc.
5. Impact Statement: In general, the following points represent most of the topics to be addressed in the impact statement. Specific points will be designated at the pre-submittal conference by staff.
 - A. Annual water consumption estimate (100% occupancy and build-out)
 - B. Annual sewage generation estimate (100% occupancy and build-out)
 - C. Vehicle trip generation (trips per day per unit x number of units)
 - D. Estimated numbers of vehicles and recreational vehicles to be stored and/or parked on site.
 - E. Proposed sign(s) (advertising business, industry, dwelling unit)
 - F. General hours of operation
 - G. Anticipated user profiles (for residential developments)
 - H. Proposed dates of construction and completion
 - I. Unusual conditions which warrant special attention (hazardous materials storage, fire hazards, odors, noise generation, etc.
6. Location Map: Show where the site is relative to a Village map.
7. Development Plan: Shows entire proposal on the site. Includes edge of pavement and/or back of the curb line, sidewalks (existing and proposed), footprints of the structure, drives, parking spaces and fencing, locations of accessory uses, dimensions, etc. Landscape plans and water/sewer/storm plans may be shown combined on the plan if the composition is easily read and understood.
- 8/9. Plat Map: Prints of the preliminary and final (recordable plat), with proper signature blocks.
10. Certified Survey Map: A recordable instrument showing the legal and mapped description of the land division.
11. Annexation Petition/Attachment Request: Shows owner is supporting the annexation.
12. Annexation Map: A recordable map having the legal and mapped description of the parcel to be annexed.
13. Sketch Plan: An informal drawing depicting the proposal for discussion purposes.
14. Landscape Plan: Shows location, size, type, botanical name & common name of proposed trees & shrubs. Also calls out surface treatments. Shows walls, fences & details.
15. Grading/Drainage Plan: Shows original & proposed grades & runoff calculations based on a 10-year storm. It is usually combined with a Storm Sewer Plan. (storm sewer system, ditches, culverts, etc.)
16. Water/Sewer/Storm Sewer Plans: Shows size and location of proposed water mains & fire hydrants; size and location of the proposed sanitary sewer collection system with gradient profiles and invert elevations; shows the proposed storm drainage system as in 15.
17. Street Crossing Sections: Section shows curb, gutter, paving, and sidewalk relative to the right-of-way width.
18. Erosion Control Plan: A map of existing site conditions on a scale of at least 1 inch equals 100 feet showing the site, boundaries and immediately adjacent areas which accurately identify site locations.
19. Proposed Colors and Materials: Submit samples of exterior colors and materials.
20. Improvement Agreement: An agreement between the developer and the Village determining park dedications and the responsibilities for street, water, sewer, and the storm sewer improvements and extensions.
21. Annexation Agreement.

MEETINGS AT WHICH THE REQUEST IS BEING HEARD SHOULD BE ATTENDED BY THE APPLICANT OR A REPRESENTATIVE IN ORDER TO RESPOND TO QUESTIONS AND AVOID DELAYS IN THE APPROVAL PROCESS.



PROPOSED BUILDING
SPORTS COMPLEX
C.T.H. P NORTH
VILLAGE OF JACKSON, WASHINGTON COUNTY

Issue:
06 / 02 / 2016 CONCEPT PLAN

Document Date:
02 JUNE 2016

Project Number:
15023

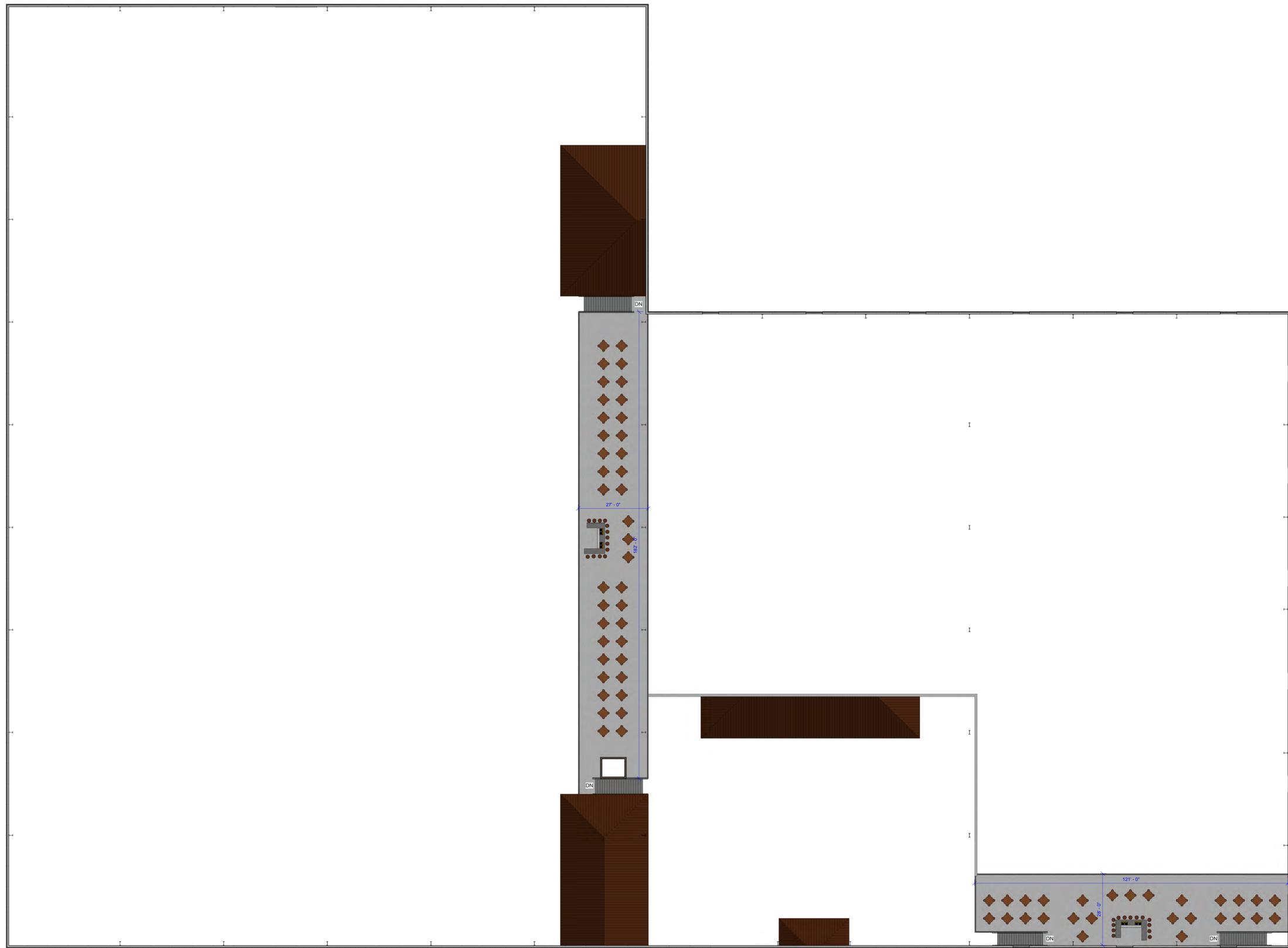
Sheet Title:
FLOOR PLAN

Sheet Number:

A-101

FLOOR PLAN
SCALE: 1/16" = 1'-0"
NORTH

6/22/2016 10:24:23 AM



PROPOSED BUILDING
SPORTS COMPLEX
C.T.H. P NORTH
VILLAGE OF JACKSON, WASHINGTON COUNTY

Issue:
06 / 02 / 2016 CONCEPT PLAN

Document Date:
02 JUNE 2016

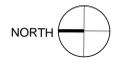
Project Number:
15023

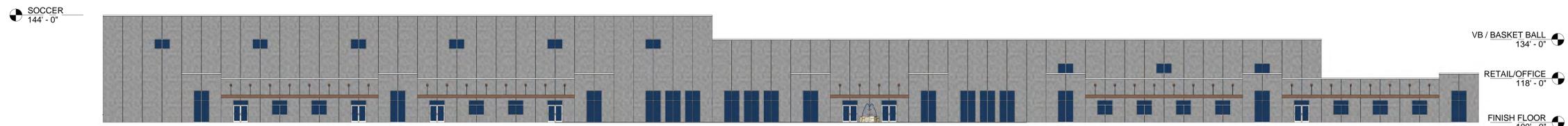
Sheet Title:
MEZZANINE PLAN

Sheet Number:

A-102

1 **MEZZANINE**
A-102 SCALE: 1/16" = 1'-0"

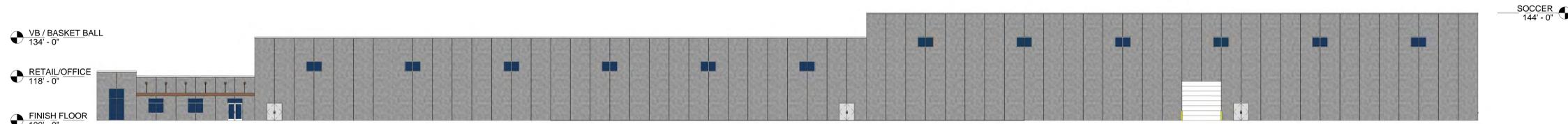




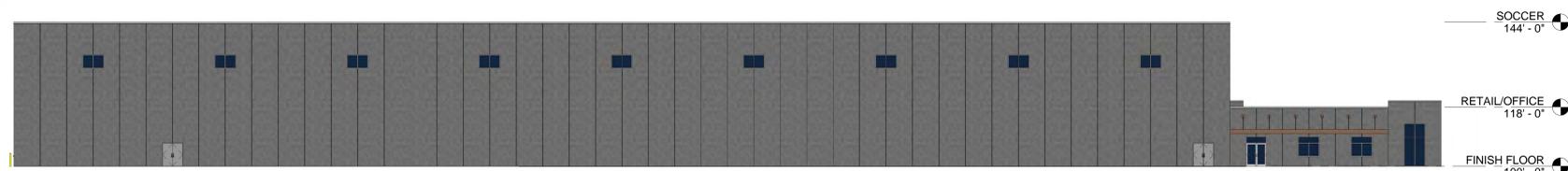
1 WEST BUILDING ELEVATION
A-201 SCALE: 1" = 20'-0"



2 SOUTH BUILDING ELEVATION
A-201 SCALE: 1" = 20'-0"



3 EAST BUILDING ELEVATION
A-201 SCALE: 1" = 20'-0"



4 NORTH BUILDING ELEVATION
A-201 SCALE: 1" = 20'-0"

PROPOSED BUILDING
SPORTS COMPLEX
C.T.H. P NORTH
VILLAGE OF JACKSON, WASHINGTON COUNTY

Issue:
06 / 02 / 2016 CONCEPT PLAN

Document Date:
02 JUNE 2016

Project Number:
15023

Sheet Title:
ELEVATIONS

Sheet Number:

A-201



AMERICAN
CONSTRUCTION SERVICES, INC.

 3350 SOUTH RIVER ROAD #2
 WEST BEND, WI 53095-7884
 (262) 429-1045 F:(262) 334-4990

AMERICAN
ARCHITECTURAL GROUP, INC.

 3350 SOUTH RIVER ROAD
 WEST BEND, WI 53095-7884
 (262) 334-3811 F:(262) 334-4990

PROPOSED BUILDING
SPORTS COMPLEX
 C.T.H. P NORTH
 VILLAGE OF JACKSON, WASHINGTON COUNTY

Issue:
 06 / 02 / 2016 CONCEPT PLAN

Document Date:
 02 JUNE 2016

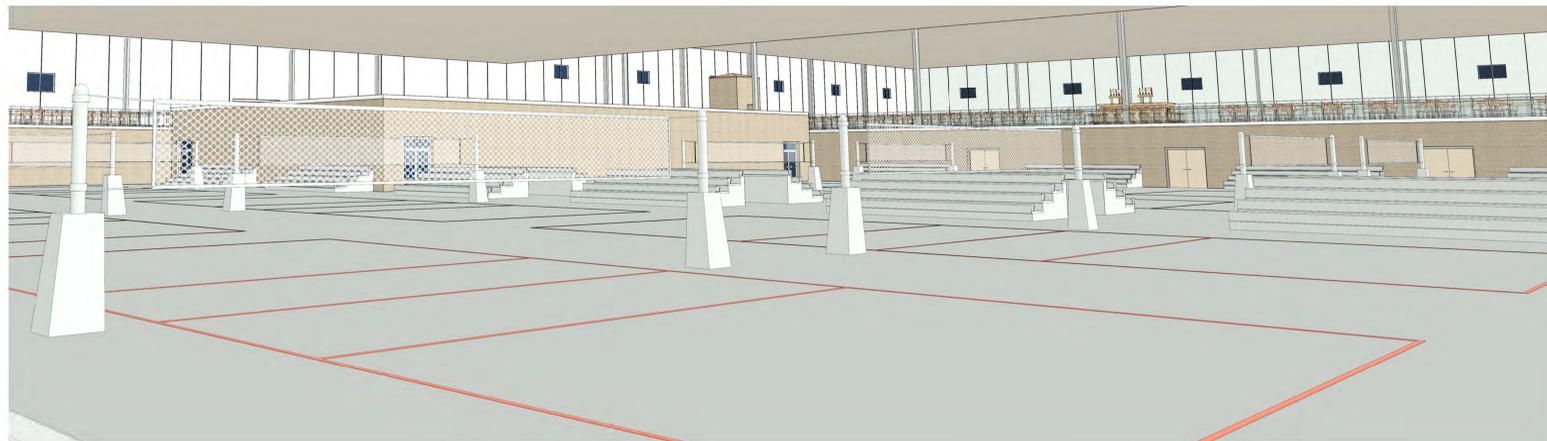
Project Number:
 15023

Sheet Title:
 PERSPECTIVES

Sheet Number:
A-202



1
A-203 **Soccer South**
SCALE:



2
A-203 **VB NW**
SCALE:



3
A-203 **BB SE**
SCALE:



4
A-203 **Mezzanine South**
SCALE:

PROPOSED BUILDING
SPORTS COMPLEX
C.T.H. P NORTH
VILLAGE OF JACKSON, WASHINGTON COUNTY

Issue:
06 / 02 / 2016 CONCEPT PLAN

Document Date:
02 JUNE 2016

Project Number:
15023

Sheet Title:
INTERIOR
ELEVATIONS

Sheet Number:

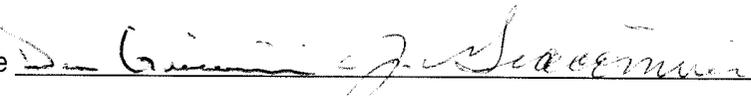
A-203

VILLAGE OF JACKSON DEVELOPMENT APPLICATION FORM
(Due 1st Friday of the month for that month's Planning Commission Meeting)

Name of Applicant Cathedral Builders, Inc.
 Contact Dean Giacomini, Jody Giacomini Address/ZIP W143 N9340 Henry Stark Rd Menomonee Falls, WI 53051 Phone # 262-250-1985
 E-mail Address dean@cathedralbuilders.com jody@cathedralbuilders.com Fax # where Agenda/Staff comments are to be faxed 262-250-1988
 Name of Owner Nick Tackton Family Trust Address/ZIP W213N17010 Industrial Dr, N169W21170 Tower Dr, 3rd parcel Phone# 414-225-2526 414-839-2231
 Owner Representative/Developer Julie Flessas Tackton, cotrustee unknown - Jackson, WI 53037
 Proposed Use of Site cabinetry/millwork shop Present Zoning M-1

<u>ACTION REQUESTED</u>	<u>FEE</u>	<u>SUBMITTAL REQUIREMENTS</u>	<u>TYPE OF INFORMATION DESCRIBED</u> <u>(See page 5)</u>	<u>PAPER COPIES</u>	<u>CD</u>
CONCEPT PLAN	\$50	1,2,6,13	1) Complete Application (all pages) 2) Describe what you intend to do (paragraph)		XXX
CONDITIONAL USE	\$150	1,2,3,4,5,6,7,14,15,16,18,19,20	3) Address Labels of adjacent owners to be notified (500'/200') * 4) Owner acknowledgement of the request	Labels* 1	XXX
PLANNED UNIT DEVELOPMENT	\$150	1,2,3,4,5,6,7,8,9,10,14,15,16,17,18,20	5) Impact Statement 6) Location Map		XXX
REZONING	\$200	1,2,(3),4,6,9 or 10 (500' for rezoning 200' for Cond. Use or PUD Site Plan)	7) Development Plan / Site Plan 8) Preliminary Plat		XXX
CERTIFIED SURVEY MAP (CSM)	\$150	1,2,6,10,20	9) Final Plat 10) Certified survey Map		XXX
MINOR SUBDIVISION	\$150	1,2,3,5,6,10,15,16,17,18,20	11) Annexation Petition 12) Annexation Map	1	XXX
Extra-territorial Plat or CSM	\$150	1,2,6,9 / 10	13) Sketch Plan 14) Landscape Plan	4 (24x36)	XXX
Extra-territorial Plat outside Sanitary Service Area	\$50	1,2,6,9 / 10	Engineering Review - Infrastructure		
PRELIMINARY PLAT	\$300	1,2,3,5,6,9,15,16,17,18	15) Grading/Drainage Plan 16) Water / Sewer / Storm Sewer Plans	4 (24x36) 4 (24x36)	XXX
FINAL PLAT / Final Plat Reappl..	\$100	1,2,3,5,6,9,15,16,17,18,20	17) Street / Right of Way cross sections 18) Erosion Control Plan	4 (24x36) 4 (24x36)	XXX
ANNEXATION / ATTACHMENT	\$200	1,2,3,4,5,6,11,12,21	19) Proposed colors / materials 20) Developers Agreement		XXX
STREET EASEMENT/ VACATION	\$150	1,2,3,4,6,9	21) Annexation Agreement (includes pre-annex agreements) 22) other -		XXX
VARIANCE	\$150	1,2,3,4,6,7			
* Labels	\$25		If not included with submittal & prepared by the Village.		

I certify the information and exhibits submitted are true and correct to the best of my knowledge, and that in filing this application I am acting with knowledge and consent of those persons listed above and owner(s) without whose consent the requested action cannot be lawfully acted upon.

Name Dean Giacomini Jody Giacomini Signature  Date 6/3/2016 6/3/16

Office Use: Date Received _____ Date Paid _____ Receipt # _____ Amount Paid \$ _____

VILLAGE OF JACKSON

Special Use Conditional Use Planned Unit Development Permit # _____

The Village of Jackson, hereby grants a Special Use Conditional Use Planned Unit Development
Permit to:

Name of Business/Applicant: Cathedral Builders, Inc., or Assigns

For a property located at (address): W213N17010 Industrial Dr, N169W21170 Tower Dr, 3rd parcel unknown Jackson, WI 53037

Phone number of Business/Applicant: 262-250-1985

For (land use, activity, sign, site plan, other): cabinetry/millwork shop

Impact Mitigation (noise, smoke, dust, odors, etc. affecting adjacent properties): external saw dust collector to be located on north end of building (back side)

Hours of Operation: Mon-Sat 5:30am - 5:00pm

Comprehensive/Master Plan Compatibility: yes

Building Materials (type, color): existing building, proposed paint color

Setbacks from rights-of-way and property lines: existing

Screening/Buffering: N/A

Landscape Plan (sizes, species, location): to follow

Signage (dimensions, colors, lighting, location): future submittal

Lighting (wattage, style, pole location and height, coverage): existing exterior lighting on building

Traffic flow, pedestrian circulation (curb to street width), (parking one/both/neither side(s), sidewalk/pedestrian way width and material): existing

Storm-water Management: existing

Erosion Control: N/A

Fire Hydrant Location(s): existing in parking lot

Knox Box, Posting Site (No Trespass signing), Emergency Telephone #'s: Dean Giacomini 414-688-5799
no knox box at this time, will install after closing

Hazardous Material Storage: stain and lacquer stored in fireproof cabinets

Alarm Systems: sprinkler system to be installed after closing, anticipated Aug 31st, 2016

Site Features/Constraints: none

Parking (no. of spaces, handicapped parking, and dimensions): employee and customer parking to be restriped in the future

Tree and shrub preservation: N/A

Setbacks/height limitations: existing

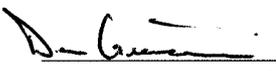
Wastewater Usage Projected: minimal gal/year Water Usage Projected: minimal gal/year

Duration and Review of Conditional Use (expiration, when reviewed: upon complaint, specified period):
expiration and review upon complaint

TERMS OF THIS PERMIT

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5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

Granted by: Village Board _____ Date _____ Over the Counter _____ Date _____


_____ OWNER


_____ Pres.

John Walther, Administrator

Dean Giacomini, Owner Jody Giacomini, President _____, Owner

Please print name

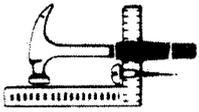
Applications shall be submitted by 4:00 PM on the Friday of the month to be considered by the Planning Commission that month. In some cases, more than the number of copies on the face of this form will be required. Only complete applications shall be presented to the Planning Commission and the Village Board for action. Applications submitted without a pre-submittal conference risk delay by being incomplete.

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- 12. Annexation Map: A recordable map having the legal and mapped description of the parcel to be annexed. TO FOLLOW
- 13. Sketch Plan: An informal drawing depicting the proposal for discussion purposes. TO FOLLOW
- 14. Landscape Plan: Shows location, size, type, botanical name & common name of proposed trees & shrubs. Also calls out surface treatments. Shows walls, fences & details. TO FOLLOW
- 15. Grading/Drainage Plan: Shows original & proposed grades& runoff calculations based on a 10-year storm. It is usually combined with a Storm Sewer Plan. (storm sewer system, ditches, culverts, etc.) TO FOLLOW
- 16. Water/Sewer/Storm Sewer Plans: Shows size and location of proposed water mains & fire hydrants; size and location of the proposed sanitary sewer collection system with gradient profiles and invert elevations; shows the proposed storm drainage system as in 15. TO FOLLOW
- 17. Street Crossing Sections: Section shows curb, gutter, paving, and sidewalk relative to the right-of-way width. TO FOLLOW
- 18. Erosion Control Plan: A map of existing site conditions on a scale of at least 1 inch equals 100 feet showing the site, boundaries and immediately adjacent areas which accurately identify site locations. TO FOLLOW
- ✓ 19. Proposed Colors and Materials: Submit samples of exterior colors and materials.
- 20. Improvement Agreement: An agreement between the developer and the Village determining park dedications and the responsibilities for street, water, sewer, and the storm sewer improvements and extensions. TO FOLLOW
- 21. Annexation Agreement. TO FOLLOW

MEETINGS AT WHICH THE REQUEST IS BEING HEARD SHOULD BE ATTENDED BY THE APPLICANT OR A REPRESENTATIVE IN ORDER TO RESPOND TO QUESTIONS AND AVOID DELAYS IN THE APPROVAL PROCESS.



Cathedral Builders, Inc.

W143 N9340 Henry Stark Road
Menomonee Falls, Wisconsin 53051

Telephone: 262-250-1985
Fax: 262-250-1988

6/3/16

To: Village of Jackson

From: Cathedral Builders, Inc.

Purpose: Conditional Use Acceptance

Subject: LETTER OF INTENT

Dear Village,

Please accept this letter of intent as the description of use at the property located at W213N17010 Industrial Drive, Jackson, WI 53037 and N169W21170 Tower Drive. The (3) Tax key parcel identifiers associated with these two address to our knowledge from the Village are: V3 0073, V3 009400E, and V3 009400Q.

We, Cathedral Builders, Inc. are proposing to purchase the property listed above with the existing building included on parcel #V3 009400E, formally known as Sundance Photo in addition to the other two tax keys provided above.

We will plan to relocate our current business of 20 years to this site, and operate our custom cabinetry/millwork shop at the location of said parcel which includes the current existing structure.

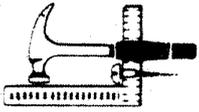
Thank you for your consideration.

Sincerely,

CATHEDRAL BUILDERS, INC.

Jodene L. Giacomini

President



Cathedral Builders, Inc.

W143 N9340 Henry Stark Road
Menomonee Falls, Wisconsin 53051

Telephone: 262-250-1985
Fax: 262-250-1988

6/3/16

To: Village of Jackson

From: Cathedral Builders, Inc.

Subject: Impact Statement

Reference: Property at W213N17010 Industrial Drive, N169W21170 Tower Drive, 3rd Parcel
Unknown Address – Tax Keys: V3 0073, V3 009400E, and V3 009400Q

Dear Village,

Please see responses to the impact statements items that we have knowledge of to date below:

- A. Annual water consumption estimate – Minimal
- B. Annual sewage generation estimate – Minimal
- C. Vehicle Trip Generation – 10 employees to and from work daily = 20, 2 delivery vehicles 2 times/day = 8, No Sales personal
- D. Estimate number of vehicles to be stored on site – 2 company vehicles intended to be stored inside, 1 delivery trailer outside
- E. Proposal Signs – TBD Future
- F. General Hours of Operation – 5:30 am – 5:00 pm M-Fri; Occasional Saturdays
- G. Anticipated user profiles – N/A
- H. Proposed dates of construction and completion – Sept 1, 2016 – January 1, 2017 – to start upon Village Board Approval
- I. Unusual conditions – Noise, Dust, Stains, Lacquer

Sincerely,

CATHEDRAL BUILDERS, INC.

Jodene L. Giacomini

President

Encl.

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON MAY 24, 2016 ³⁶ 5-24-16 [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, CATHEDRAL BUILDERS, INC., OR ASSIGNS
4 _____, offers to purchase the Property known as [Street Address] W213 N217101 INDUSTRIAL
5 **DRIVE** _____ in the VILLAGE
6 of JACKSON, County of WASHINGTON, 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: _____ Dollars (\$ _____) ³⁶ 5-24-16
9 _____
10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ _____ will be
11 mailed, or commercially or personally delivered within TWO days of acceptance to listing broker or
12 _____
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: NONE
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: SELLER OR TENANT PERSONAL PROPERTY
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 05/25/2016 @ 5 PM. 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): ADAM WILLIQUETTE
39 Buyer's recipient for delivery (optional): JAMES M. YOUNG
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (414) 271-1478 Buyer: (414) 425-2877
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: 1232 NORTH EDISON STREET, MILWAUKEE WI 53202
48 Delivery address for Buyer: 8575 WEST FOREST HOME AVENUE, SUITE 40, GREENFIELD WI 53228
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): JYOUNG@BARRYCRE.COM
54 E-Mail address for Buyer (optional): AWILLIQUETTE@ANDERSONCOMMERCIALGROUP.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.

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

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**
63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real**
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than August 31, 2016
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and **NONE**.
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 77 Current assessment times current mill rate (current means as of the date of closing)
- 78 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
79 known, multiplied by current mill rate (current means as of the date of closing)
- 80

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

84 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
85 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
86 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
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **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
90 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
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 ~~Occupancy shall be given subject to tenant's rights, if any.~~

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 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,
95 are **PROPERTY IS NOT LEASED**

96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.
97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

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

104 **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
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: **NONE**.
106 _____ . If "Time
107 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"
108 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.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** **SEE ADDENDUM A**
110 _____
111 _____
112 _____
113 _____
114 _____
115 _____

116 PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: MILLWORK COMPANY

117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

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

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 SEE ADD. A

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

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

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____
137 CHECK ALL THAT APPLY, for the Property for its proposed use described

138 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
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is
141 stricken) a SEE ADD. A survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

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

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

152 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
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 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
156 void.

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

159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 Rent roll.

165 Other _____

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

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

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within SEE ADD. A days of the earlier of
175 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

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

178 **DEFINITIONS**

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

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

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
208 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
209 of a use-value conversion charge has been deferred.
210 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
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
215 v. Other Defects affecting the Property.
216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 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
221 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
222 midnight of that day.
223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.
226 **(Definitions Continued on page 6)**

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

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

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

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

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

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

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to 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 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

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

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

~~**FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of 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 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 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 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.~~

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES SEE ADDENDUM A

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 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
 290 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
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (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
 293 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
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

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

303 ■ **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
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

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

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

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

318 **EARNEST MONEY**

319 ■ **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
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

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

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 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
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 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
 328 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;
 329 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
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 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
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 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
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **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 **NONE**

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. Seller 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 SEE ADD. A 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 SEE ADD. A 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 SEE ADD. A 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.

396 **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
 397 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
 398 remedies.

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

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

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

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

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

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 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.
 409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

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

421 **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
 422 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
 423 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
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 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
 427 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
 428 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
 429 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
 430 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
 431 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,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 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
 440 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
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 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 SEE ADD. A
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 _____ ADDENDUM A _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____ MARK G. STYLES, ATTORNEY AT LAW
481 _____ on _____

482 Buyer Entity Name (if any): _____ CATHEDRAL BUILDERS, INC.

483 (X) J. Giacomini, Pres J. Giacomini, Pres 5-24-16 5/24/2016
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► JODENE L GIACOMINI, PRESIDENT Date ▲

485 (X) Dean Giacomini, Vice President Dean Giacomini, Vice President 5-24-16 5/23/2016
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► DEAN GIACOMINI, VICE PRESIDENT 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): _____

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] _____

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

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

**ADDENDUM A
TO
WB-15 COMMERCIAL OFFER TO PURCHASE**

The following terms and conditions shall be a part of the preprinted **WB-15 Commercial Offer to Purchase dated May 23, 2016** (the attached preprinted form, together with this Addendum A are referred to herein as the "Offer"), for the real estate described in the Offer (the "Property"). In the event of any conflict between the provisions of this Addendum A and the attached preprinted form, the provisions of this Addendum A shall control.

1. **Property.**

(a) **Real Property.** The land located at **W213 N217010 Industrial Drive, Jackson, Wisconsin**, as more particularly described in the Offer and in the title commitment and survey to follow, together with all rights, privileges, easements, and appurtenances thereunto belonging or pertaining, and including all rights, title and interest of Seller in and to the rights of way adjacent thereto.

(b) **Improvements.** All buildings, natural or constructed enhancements or additions to, and fixtures located on the Real Property, whether or not the same are completed or currently under construction (the "Improvements").

(c) **Warranties.** Any and all warranties, if any, to the extent that they are assignable, for the Improvements (the "Warranties"). All Warranties shall be transferred to Buyer, in writing, at or prior to Closing.

2. **Contingencies.** The Closing herein shall be subject to the waiver or prior satisfaction of the following contingencies:

(a) **Existing Due Diligence.** Seller, at Seller's expense and within **ten (10) days** following Acceptance of the Offer, delivering to Buyer for Buyer's review and approval all existing surveys, soil reports, engineering and traffic studies, blue prints and plans, owner's manuals, maintenance records, environmental reports, tax information, including assessment notices and any other information, leases, and reports and/or other due diligence data relative to the Property which are in Seller's possession or under Seller's control. Such materials shall be provided to Buyer without representation or warranty by Seller.

(b) **Inspection/Testing.** Buyer obtaining, at Buyer's expense, within **thirty (30) days** of Acceptance, a property inspection report, from a qualified inspector, contractor, or other reliable source (whether one or more) of Buyer's choice, which indicates to the complete and sole discretion of the Buyer, that the Property is in good condition and repair, compliant with applicable building codes, and that there are no material defects or deficiencies in any part of the Property (including without limitation, the plumbing, HVAC, drainage, mold, asbestos, radon, sewer, water, and electrical system, the foundation, exterior walls, roof and other structural components, and the sidewalks, driveways and parking areas thereof). Buyer may accompany such inspectors and may utilize one or more inspectors or contractors. Seller shall not have the right to cure any defects found by such inspections. If requested, Buyer shall provide Seller with copies of any of the foregoing reports at no cost to Seller.

Except for matters relating to title, Buyer acknowledges and agrees the Property will be conveyed to Buyer "as is, where is" with respect to its physical condition and without warranty or representation from Seller. Buyer and Seller expressly agree that Buyer is acquiring the Property in its "**AS IS**" and "**WHERE IS**" condition, with all defects, conditions and liabilities which are known or unknown to Buyer at the time of Closing. Buyer and Seller also expressly agree that Seller has not made and does not make any representations or warranties, express or implied, with respect to the quality, physical condition or value of the Property or any other matter or thing affecting or related to the Property (including, without limitation, environmental matters, and warranties of habitability, merchantability, and/or fitness for a particular purpose). Buyer does hereby expressly acknowledge that no such representations or warranties have been made. Seller and Buyer have expressly bargained for this "as is, where is, with all faults" transaction, and Seller and Buyer hereby agree that the purchase price reflects Buyer's consent to assume all responsibility for all conditions associated with the Property, including but not limited to structural and environmental conditions. Buyer

acknowledges that in purchasing the Property, Buyer shall be relying solely upon the personal inspections, investigations and tests made of the Property by Buyer, its employees, agents, consultants and/or contractors.

(c) **Survey.** Buyer obtaining, at Buyer's expense, within **forty-five (45) days** of Acceptance, an ALTA survey of the Property prepared and certified in accordance with Minimum Standard Detail Requirements meeting the current accuracy standards for ALTA/ACSM Land Title Surveys (the "Survey") in a form acceptable to unconditionally delete the survey and unrecorded easement exceptions from the final owner's title insurance policy to be issued in this transaction, and showing all improvements are in compliance with setback requirements and there are no encroachments onto or from the Property.

(d) **Environmental Inspection.** Buyer obtaining, at Buyer's expense, within **forty-five (45) days** of Acceptance, a written environmental assessment and/or evaluation of the Property (excluding any intrusive testing without Seller's written consent) from an independent third party environmental consultant satisfactory to Buyer, confirming the Property is in compliance with all environmental laws and there are no hazardous substances (as defined in any environmental laws, rules, or regulations) at the Property.

(e) **Building Approvals.** Buyer obtaining, at Buyer's expense, within **sixty (60) days** of Acceptance, from the Village of Jackson, and other appropriate government or government agencies having jurisdiction over the Property, in form and substance satisfactory to Buyer, all necessary or desired permits, approvals, certificates, easements, and licenses necessary for the occupancy and use of the Property for Buyer's anticipated use of the Property, rezoning or conditional use permits, access and occupancy permits, building and business permits, zoning or building code variances, zoning design review, access and utility easements, any architectural, design, signage permits or other necessary approvals of Buyer's plans to utilize the Property. Any and all such permits and approvals shall be contingent upon the successful closing of this transaction. Buyer agrees to use all reasonable efforts to make timely application for all of the foregoing permits and use related items.

(f) **Financing Contingency.** Buyer obtaining, at Buyer's expense, within **forty-five (45) days** of Acceptance, a commitment for a first mortgage loan from a lender of Buyer's choice in an amount equal to no more than 80% of the Purchase Price with a fixed rate of interest not to exceed 4 1/4% per annum, with a term of not less than 5 years, and with monthly payments of principal and interest based upon an amortization period of not less than 20 years. The loan may not be subject to a prepayment penalty and shall be subject to such other terms and conditions as are reasonably acceptable to Buyer in its sole discretion.

(g) **Title Commitment.** Seller shall provide and pay for all costs of providing the title commitment, including GAP coverage, required herein, within **fifteen (15) days** of Acceptance of this Offer, to allow Buyer to review and approve all title encumbrances. Copies of all recorded instruments affecting the Property recited as exceptions in the commitment shall be provided to Buyer. Buyer shall approve or provide its objection to same in writing within **ten (10) days** of receipt.

(h) **Real Estate Condition Report.** Seller covenants and agrees to complete a Real Estate Condition Report for the Property and deliver it to Buyer upon Acceptance. Buyer shall have **two (2) days** from receipt of the Report to elect to accept such Report or to terminate the Offer.

3. **Satisfaction or Waiver of Contingencies.** If any contingency set forth herein is not satisfied or waived by Buyer within the time period specified therefore, then either Buyer or Seller may thereafter terminate this Offer by sending written notice to the other party, in which case this Offer shall become null and void; provided, however, that, in the event Seller sends such notice to Buyer, Buyer may within five (5) days of receipt of such notice waive such contingency(s), in which case this Offer shall not terminate.

Seller agrees to, reasonably and at no cost to Seller, cooperate with Buyer in fulfilling the contingencies set forth herein. All costs and expenses incurred to satisfy or waive Buyer's contingencies shall be paid by Buyer. Seller shall not be liable or responsible for any injury, loss or damage arising out of or relating to Buyer's satisfaction or waiver of its contingencies in the Offer or Addendum.

4. **Further Assurances.** Each party hereto shall do all things and take all actions and execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of the purchase contract in this matter.

5. **Entire Agreement.** The purchase contract in this matter represents the entire agreement of the parties with respect to the subject matter hereof. The purchase contract in this matter may not be changed, modified or rescinded except by written consent of all of the parties hereto, and any attempt at an oral modification of the purchase contract in this matter shall be void and have no effect.

6. **Closing.** The Closing of the purchase and sale of the Property shall occur on the Closing Date and all representations and warranties of Buyer shall be true and correct as of that date, and there shall have been no material adverse change in the condition of the Property, or in Buyer's ability to operate its proposed business at the Property as a result of the change in the condition of the Property.

7. **Mutually Binding Agreement.** It is the intent of the Buyer and the Seller that the Offer be binding on both parties and not illusory, notwithstanding the grant of discretion to either party hereto, and the parties confirm there is full and sufficient consideration for this Offer and the agreements set forth herein.

8. **Access and Cooperation.** Buyer and Buyer's agents, representatives and/or independent contractors shall have until the Closing the right to enter upon the Property for the purpose of making surveys, tests, inspections and the like. If this transaction fails to close, Buyer will promptly restore the Property to substantially the same condition it was in on the date of this Offer. Buyer shall, and shall request of its agents, representatives and independent contractors, to perform such work in a manner that does not unreasonably cause disturbance to the Property.

9. **Assignment of Offer to Purchase.** Buyer may assign this Offer to a limited liability company to be owned or controlled by Buyer or its shareholders prior to the Closing of this transaction.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date written below to be effective as of the full execution date of the Offer.

BUYER:

Dated:

~~05/23/2016~~ ^{JK} 5/24/16
5-24-16

CATHEDRAL BUILDERS, INC.

By: J. Giacomin Pres.
Jodene L. Giacomini, President

By: Dean Giacomini ^{JK} 5-23-16
Dean Giacomini, Vice President
5-23-16

SELLER:

Dated:

~~05/17/2016~~
^{JK} 5/24/16
5-24-16

By: _____, Its: _____

Addendum A drafted by Mark G. Styles, Attorney at Law

COUNTER-OFFER TO COMMERCIAL OFFER TO PURCHASE

Seller: Nick Takton Family Trust ("Seller")
Buyer: Cathedral Builders Inc. and/or its assigns ("Buyer")
Property: W213 N17010 Industrial Drive, Village of Jackson, Wisconsin
Tax Key Parcels V3 0073, V3 009400E, and V3 009400Q ("Property")

The following represents a counter offer ("Counter-Offer") to the terms and conditions of the Commercial Offer to Purchase initially dated May 23, 2016, as revised May 24, 2016 by Buyer (the "Offer") for the purchase of property described above. All terms and conditions remain the same as stated in the Offer except as set forth in this Counter-Offer. In the event of any inconsistency between this Counter-Offer and the Offer, the provisions of this Counter-Offer shall control. The Offer as amended by this Counter-Offer shall hereinafter be referred to as the "Agreement." The date of the final signature hereto shall be the "Effective Date."

The following are the provisions of this Counter-Offer:

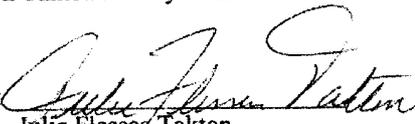
1. Offer, Lines 4-5: The correct tax key parcel numbers for the Property are identified above in this Counter-Offer.
 2. Offer, Line 53: Seller's E-Mail address for delivery shall be: jyoung@barrycre.com and dumbergner@michaelbest.com.
 3. Offer, Lines 57-66, 181-215, and 223-226: Deleted.
 4. Addendum, Section 2(h): Deleted.
 5. Addendum, Section 3 is amended and restated, as follows: ***Satisfaction or Waiver of Contingencies.*** Buyer may terminate the Agreement for failure to satisfy one or more contingencies set forth herein within the time period specified for such contingency by written notice to Seller. If Buyer does not terminate this Agreement by written notice to Seller prior to expiration of the applicable time period, the applicable contingency shall be deemed waived.
 6. Brokers. Buyer represents and warrants to Seller that it has not dealt with any real estate broker, agent, or salesperson such as may give rise to any legal right or claim for commission or similar fee or compensation with respect to the negotiation and/or consummation or Closing of the transaction of the conveyance of the Property by Seller to Buyer, except for Anderson Commercial Group.
 7. Except as modified or changed by this Counter-Offer, all terms and conditions shall remain the same as stated in the Offer.
 8. This Agreement is binding upon Seller and Buyer only if a copy of this accepted Counter-Offer is delivered to Seller on or before 5:00 p.m. June 2, 2016 (Time is of the Essence).
-

IN WITNESS WHEREOF the parties, intending to be legally bound, hereby execute this Counter-Offer and Acceptance on the dates hereinafter specified.

SELLER:

Nick Takton Family Trust

Date: May 28, 2016

By: 
Julie Flessas Takton
Its: Co-Trustee

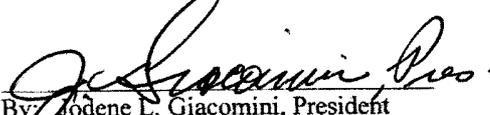
ACCEPTANCE

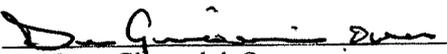
The undersigned hereby accepts the terms and conditions of this Counter-Offer intending by his acceptance to acknowledge a binding agreement on the terms and conditions hereinabove provided.

BUYER:

Cathedral Builders Inc.

Date: June 1, 2016

By: 
Jodene L. Giacomini, President

By: 
Dean Giacomini, Owner

474343

CENTER OF
SEC. 18-10-20

RECORDED

DEC 14 9 17 AM '84

[Signature]
REGISTERED DEEDS
OF WASHINGTON COUNTY, WIS.

CERTIFIED SURVEY MAP
Number 2222 Volume 15 Page 102
Certified Survey Maps of Washington County

I hereby certify that by the direction of Earl Kruepke, I have surveyed, divided and mapped the land shown and described hereon, being that part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Town 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin, which is bounded and described as follows:

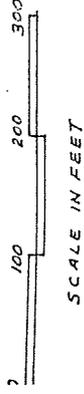
Commencing at the south quarter corner of said Section 18; thence N 00° 51' 09" W along the west line of said SE $\frac{1}{4}$ of the section, 1172.68 feet to the point of beginning of lands herein described; thence continuing N 00° 51' 09" W along said west line, 272.00 feet; thence S 89° 08' 48" E, 241.78 feet; thence S 00° 51' 09" E, 272.00 feet to the north line of Tower Drive; thence N 89° 08' 48" E, 241.78 feet to the point of beginning.

I further certify that I have fully complied with the provisions of section 236.34 of the Wisconsin Statutes in surveying, dividing, and mapping said land.

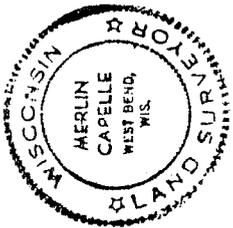
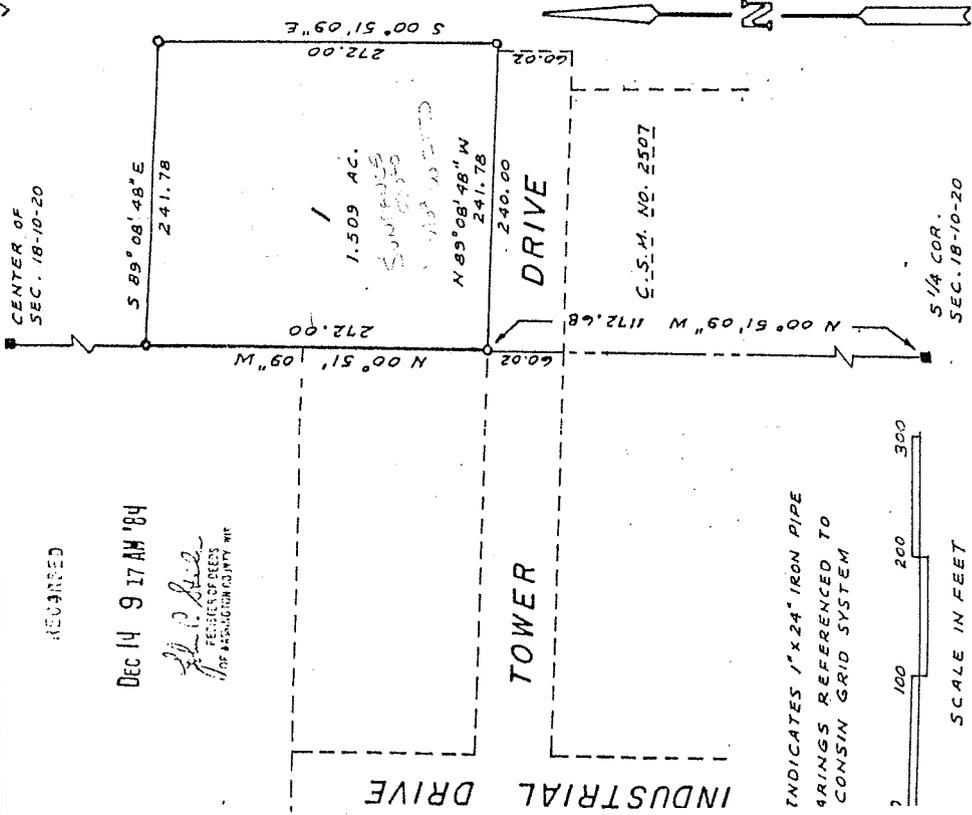
Merlin F. Capelle
Merlin F. Capelle S-44

November 29, 1984

INDICATES 1" X 24" IRON PIPE
4 RINGS REFERENCED TO
CONSIN GRID SYSTEM

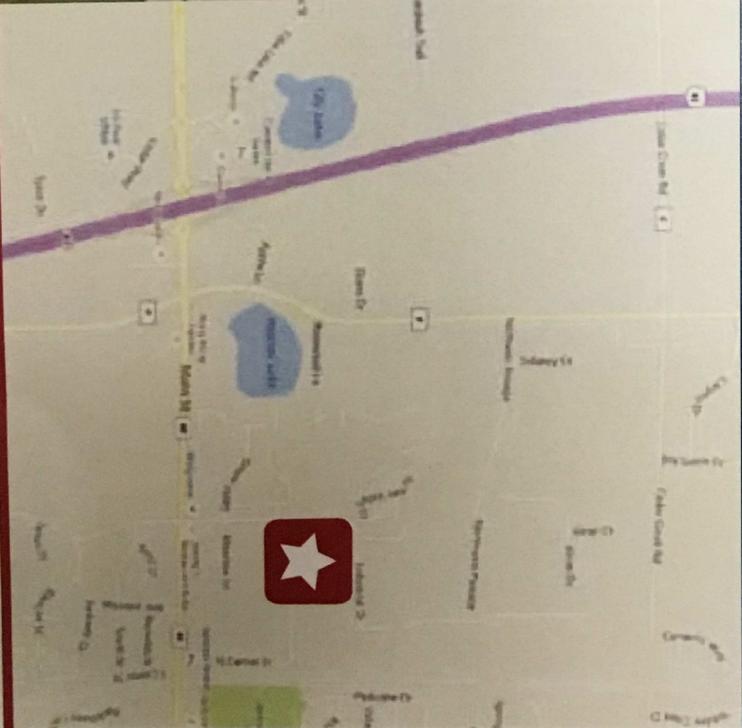


SCALE IN FEET

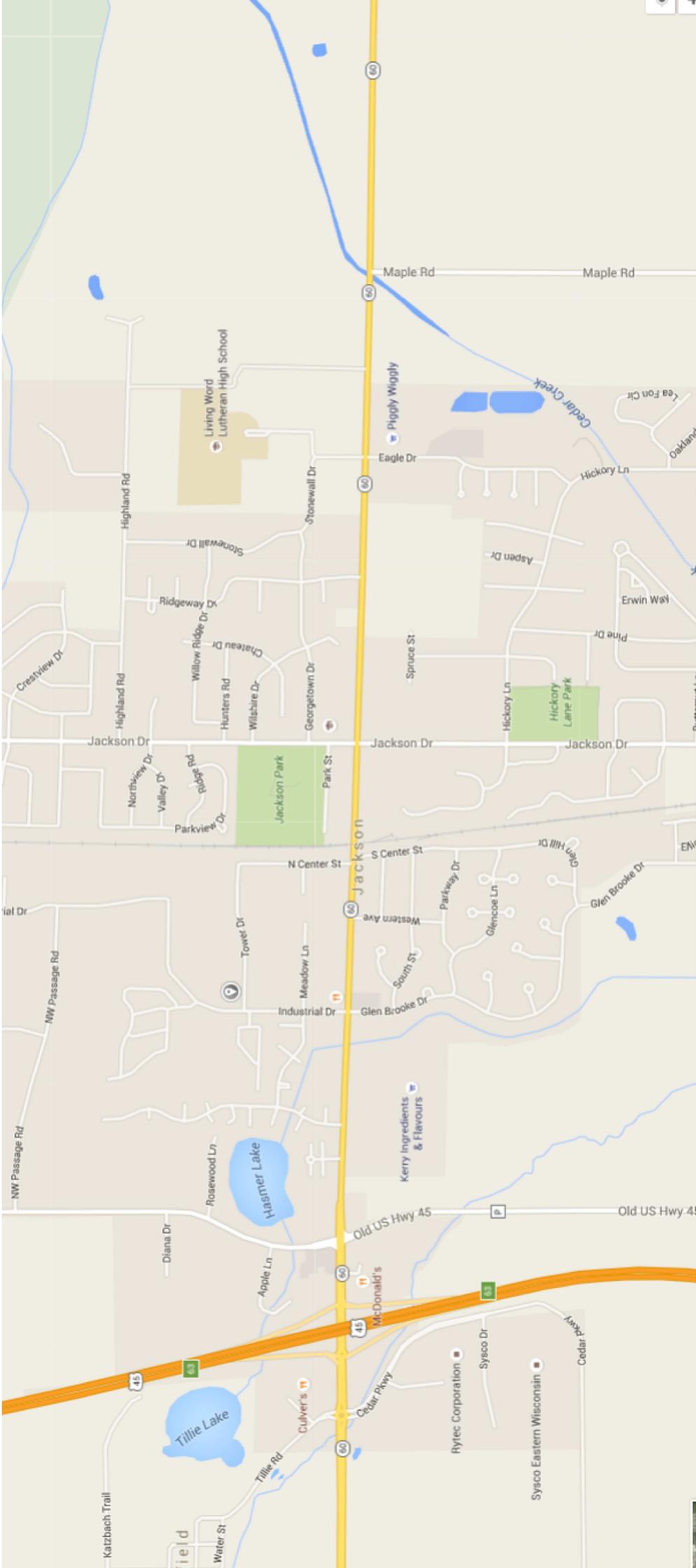


V3 0073 207
V8 008

W213N17010 Industrial Drive
Suburban Milwaukee
Jackson, WI 53037



CONTACT:



STAFF REVIEW COMMENTS
Plan Commission Meeting – June 30, 2016

NOTE Concerning Concept Plan – Jackson Sports Complex – CTH P:

The Village’s approval is expressly subject to and conditioned upon the execution of an agreement among the Village, Jackson Properties, LLC, and CIBM Bank resolving all issues relating to the pending litigation Village of Jackson vs. Jackson Properties, LLC and CIBM Bank, Washington County Circuit Court Case 15-CV-0823. The preceding includes, without limitation, resolution of all issues relating to the Amended and Restated Tax Incremental District #4 Development Agreement.

1. Concept Plan – Jackson Sports Complex – CTH P.

Building Inspection

- What type of senior housing is being proposed with this? Will this be a nursing home, CBRF, or age 55 and over senior apartments?
- Recommend incorporating a third entrance into this development due to the amount of parking being proposed and other uses.
- Recommend flipping the front retail spaces with the parking lot for this area to be visible from CTH P. This also would include the future restaurant that is being proposed. By changing this around, more exposure would be provided to the businesses from the road and make it more appealing rather than viewing the rear of the buildings.
- Per Village Code 14.04F(5) Lot, Yard and Setback Provisions, whenever a parcel zoned B-1, B-2, M-1, or M-2 abuts a parcel zoned residential, at the time of construction of improvements on the commercial or industrial parcel begins, the owner shall construct a barrier on the lot line between the parcels consisting of fencing, shrubbery, plantings, berm or other means. The proposed barrier shall be approved by the Village, as part of the Conditional Use approval.
- Ponds in the front of the development? Will these ponds be decorative and maintained regularly?

Public Works/Engineering

- The proposed development will receive sewer and water service from the development of Rosewood Lane, but the concept plan does not show the development of Rosewood.
- The concept plan does not show the right of way dedication of Rosewood Lane. Rosewood Lane dedication shall be shown on the final concept plan. A new Certified Survey Map (CSM) will need to be created and approved if another layout of public roads is to be proposed. The only current public roads are Rosewood Lane and CTH P; all others will be considered private roads. The overall site plan shall show all Village owned property (property on Northwest Passage.)
- Recommend a better transition (landscaping, residential instead of a restaurant, etc.) between the existing properties on Rosewood Lane, and the proposed development.
- A storm water management plan will need to be submitted and approved. The proposed concept plan has an extreme amount of impervious surface. Final approval will be subject to the new Village Storm Water standards.
- Location and design of driveways accessing CTH P shall receive Washington County approval.
- The concept plan does not incorporate the proposed 10 ft. multi-use path and the 20 ft. water main easement along CTH P. The final concept plan shall incorporate each item.

STAFF REVIEW COMMENTS
Plan Commission Meeting – June 30, 2016

- The proposed development is located in the TIF #4 District which makes this development very important to be successful and being a realistic asset for the Village and the Developer.
- Only elevation drawings of the Sports Complex were part of the packet. What will be the compatibility of the architecture of the rest of the buildings with that of the sports complex?

Police Department

- The parking lot concept design provides adequate flow and stacking space for what could be a lot of vehicles. However, a project of this size would generally have an alternate access on at least one adjacent street, on the possibility that an emergency, such as a crash or a fire on the single road, would shut off access to and from the business. The potential retail, motel, and restaurant development would not be appropriate for Rosewood Lane to handle. Whether access is extended to Northwest Passage or remains exclusively on CTH P, Washington County should be urged to reduce the speed limit on the highway to 35 mph from Main Street to Cedar Creek Road. This development and CTH P's topography would combine to make 45 mph an unreasonable speed limit.

Fire Department

- Buildings within proposed complex shall comply with all current adopted codes pertaining to fire suppression systems and fire detection systems.
- All local permits shall be applied for and paid for before the installation of any fire suppression system or fire detection system begins.
- One set of State approved plans for any fire suppression system or fire detection system shall be given to the Jackson Fire Department.
- Fire hydrants shall be installed per local code.
- Complex shall have installed Knox Box system key vault(s).

Administrative/Planning

- Past concepts for the property have shown multi-family residential on the north side of Rosewood Lane providing a desired buffer between the single family residential and the commercial/industrial part of the development, while also offering an alternate access. Development of Rosewood Lane doesn't appear to be considered in the concept plan.
- The County approved only one access point to CTH P (Sylvester Circle) in addition to Rosewood Lane, in the current CSM.
- The significant amount of impervious surface will require a new storm water plan.

2. Conditional Use – Cathedral Builders – Industrial Drive, Tower Drive.

Building Inspection

- Business use requires a sprinkler system to be installed throughout the building and shall be monitored 24/7.
- All remodeling work shall require separate building, electrical, plumbing, and HVAC permits.
- No sign is proposed with this submittal and shall be submitted separately in the future for Plan Commission and Village Board approvals.

STAFF REVIEW COMMENTS
Plan Commission Meeting – June 30, 2016

Public Works/Engineering

- There is a private hydrant located on the property that has a 6-inch water main that can be used for the sprinkler system.
- Future use of the undeveloped areas will determine necessary requirements set forth by the Conditional Use in the M-1 Zoning.

Police Department

- No additional comments.

Fire Department

- All local permits shall be applied for and paid for before the installation of any fire suppression system or fire detection system begins.
- One set of State approved plans for any necessary fire suppression system or fire detection system shall be given to the Jackson Fire Department.
- Building shall have installed a Knox Box system key vault.

Administrative/Planning

- This is a compatible and welcome use for the property. Recommend approval.