

**WB-44 COUNTER-OFFER**

Counter-Offer No. 3 by (~~Buyer~~/Seller) **STRIKE ONE**

**NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**

1 The Offer to Purchase dated 04/16/2019 and signed by Buyer Valley Tool, Inc.  
2 for purchase of real estate at Lots 1, 2, and 3 (Tax Parcel Nos. 311535900, 311536000, 311536100) on Goodland Drive  
3 \_\_\_\_\_ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**  
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: \_\_\_\_\_

- 7 Line 24 - Seller represents that the Property is zoned M-1.
- 8 Line 30 - Binding acceptance date is June 6, 2019 at 5:00 P.M. contingent upon Common Council approval of the terms
- 9 of the Offer and this Counter-Offer on June 5, 2019.
- 10 Line 70 - This transaction is to be closed no later than July 1, 2019.
- 11 Line 315 - Verification that the property is zoned M-1.
- 12 Line 338-342 are replaced with the following: Seller represents that electricity, gas, sewer and water are available to
- 13 the extent and at the location indicated on the attached Exhibit A.

14 \_\_\_\_\_  
15 Addendum A

16 Item 1 - Seller's disclosure report to be provided within 10 days of acceptance.

17 Item 3 - Add: Buyer's proposed use of Property shall be consistent with the development objectives of the City for  
18 similarly situated parcels within the same business park, except that, the foregoing notwithstanding, Seller agrees  
19 Buyer may put a loading dock and large overhead door facing east towards Zuehlke Drive subject to City staff  
20 approval of final site plans and elevations.

21 Item 5 - Buyer's obligation to conclude this transaction is contingent upon Buyer purchasing from Seller all or part of  
22 Lot 10 (Tax Parcel No. 311536800), Zuehlke Drive, Appleton, Wisconsin if deemed necessary for Buyer's installation  
23 of a stormwater detention/retention pond to address water displacement due to the Buyer's proposed use of the  
24 Property. Buyer and Seller agree to work in good faith to facilitate a fair and expeditious sale pursuant to this item,  
25 if necessary.

26 \_\_\_\_\_  
27 \_\_\_\_\_

28 The attached \_\_\_\_\_ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the  
31 Party making the Counter-Offer on or before See Line 10 above

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to  
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**  
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Deputy City Atty Christopher R. Behrens on 05/16/2019  
37 City of Appleton by: Licensee and Firm ▲ Date ▲

38 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲  
40 Print name ▶ Print name ▶

41 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲  
43 Print name ▶ Print name ▶

44 This Counter-Offer was presented by \_\_\_\_\_ on \_\_\_\_\_  
45 Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected)(countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**  
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**  
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**  
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**