



**Village of**  
  
**Germantown**  
*Willkommen*

**Fee must accompany application**

\$1460 Paid \$ Date 7-2-20

## CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

**1 APPLICANT OR AGENT**

Christopher M Voss  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone ( 262 ) 370-5357  
 Fax ( )  
 E-Mail anewleafree@yahoo.com

**PROPERTY OWNER**

David C Kontz  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone ( 414 ) 750-2714

**2 TO WHOM SHOULD THE PERMIT BE ISSUED?**

Christopher M Voss

**3 PROPERTY ADDRESS**

W168N12340 Century Ln  
 Germantown, WI 53022

**TAX KEY NUMBER**

GTNV153977

**4 DESCRIPTION OF EXISTING OPERATION**

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary.

Off-site tree removal service primarily serving Washington, Waukesha, Milwaukee & Ozaukee counties. Currently 8 employees arrive at approximately 7 a.m. M-F, park their vehicles, and take work vehicles to jobsites and return by 7 p.m.. Operations are currently being done out of Wandsniders landscaping in Menomonee Falls on a rental basis. The Landlord charges the tenant a dumping fee for disposing of tree material returned to the site.

**5 DESCRIPTION OF PROPOSED OPERATION**

Write the name of the proposed conditional use exactly as it appears in the Municipal Code

(k) Horticultural services

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

Off-site tree removal service primarily serving Washington, Waukesha, Milwaukee & Ozaukee counties. Currently 8 employees arrive at approximately 7 a.m. M-F, park their vehicles, and take work vehicles to job sites and return by 7 p.m.. Tree material returned to the site, stored at the East side of the 75 x150 pole barn, which screens the view from Neighbor to the South as noted on the attached site plan. Tree material will be ground into mulch semi-annually and hauled off site. The vehicles will be stored and maintained inside the pole barn. All vehicles will exit and enter Century Ln to the South to minimize impact to the neighbors. The business owner plans to purchase and close on the property 8/28/20 and is requesting conditional use approval to operate the business as described above at this location.

**6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED**

Attach pages as necessary

Parcel One (1) of CERTIFIED SURVEY MAP No. 4821, recorded in the Washington County Registry on May 28, 1997 in Volume 33 of Certified Survey Maps on pages 14-18, as Document No. 747110 and being in part of the Northeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4 of the Southeast 1/4 of Section 15, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.  
  
Parcel ID#: GTNV153 977

**7 SUPPORTING DOCUMENTATION:**

- Site Plan and elevations for new construction (can be conceptual)
- Photos of existing use and/or proposed use operating elsewhere
- Site plan for proposed operations
- \_\_\_\_\_

**8 READ AND INITIAL THE FOLLOWING:**

CMV I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.

CMV I will notify the Village if any aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

CMV I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

CMV I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action being taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and timeframe.

**9 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!**

Chris Van 7/2/20  
Applicant Date

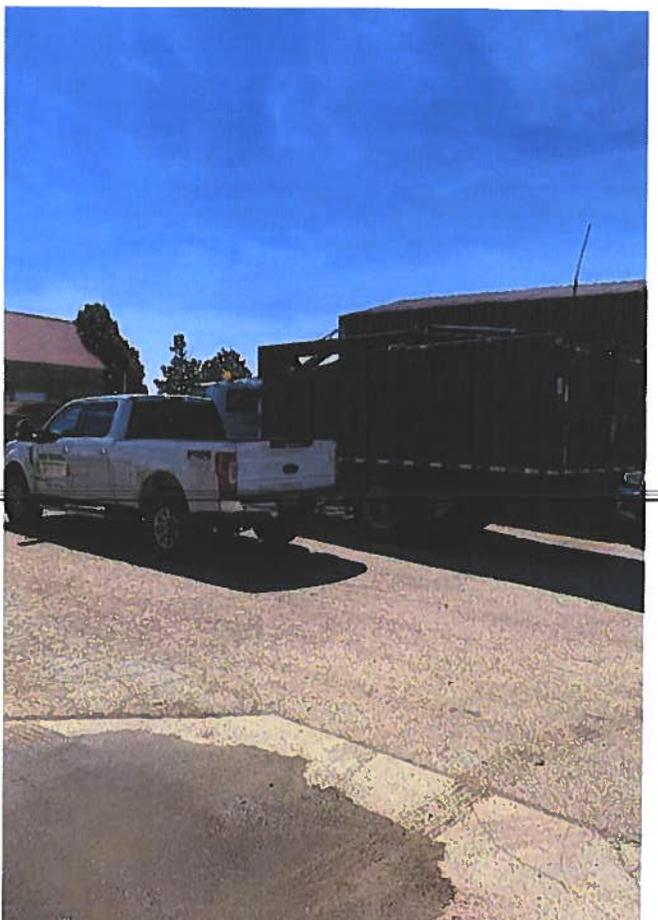
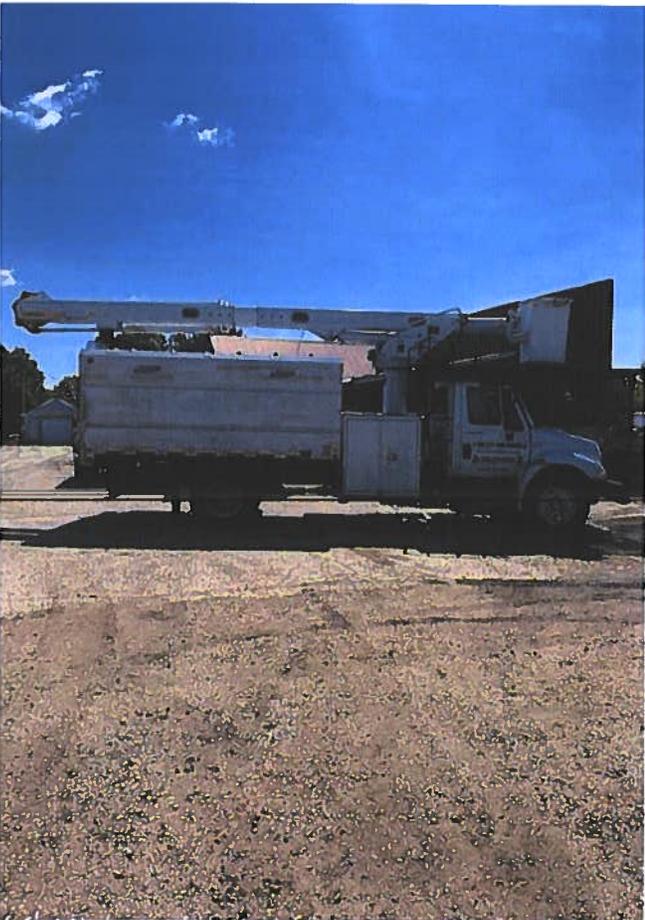
\_\_\_\_\_  
Owner Date

Proposed site plan for "A New Leaf Tree Service"  
7/1/2020



\* All vehicle storage will be done inside the large pole barn, which is 5 X larger than shop at Wandsnider Landscaping  
Visit <http://anewleafreeservice.com/> to view services and company information

7/1/2020 Photos of Existing Operation & Vehicals at Wandsnider Landscaping, Menomonee Falls



7/1/2020 Photos of Existing Operation & Vehicals at Wandsnider Landscaping, Menomonee Falls



# CERTIFIED SURVEY MAP

Being in part of the NE 1/4 of the SW 1/4 and part of the NW 1/4 of the SE 1/4 of Section 15, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

## CENTURY LANE

W. LN., E 1/2, SW 1/4

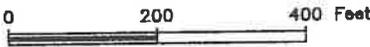


**CURVE DATA**  
 RADIUS 482.06'  
 ARC 166.41'  
 CH BRG N86°47'43"W  
 CHORD 165.58'  
 DELTA 19°48'42"



SCALE 1"=200'

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE.



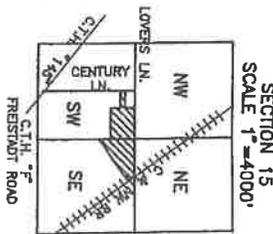
### GRAPHIC SCALE

### LEGEND

- Denotes an EXISTING Iron Pipe FOUND.
  - Denotes a 1"x24" Iron Pipe, weighing 1.13 lbs./lin. ft. PLACED.
  - ◆ Denotes PK Nail SET.
  - Denotes Soil Boring.
- 100 YR FLOOD EL: 849.5.

**OWNERS:**  
 Frederick E. & Eileen M. Gierach  
 W168 N12340 Century Lane  
 Germantown, WI 53022  
 (414)251-9043

**SURVEYOR:**  
 James R. Elder  
 3782 Overlook Drive West  
 Hubertus, WI 53033  
 (414)628-1409

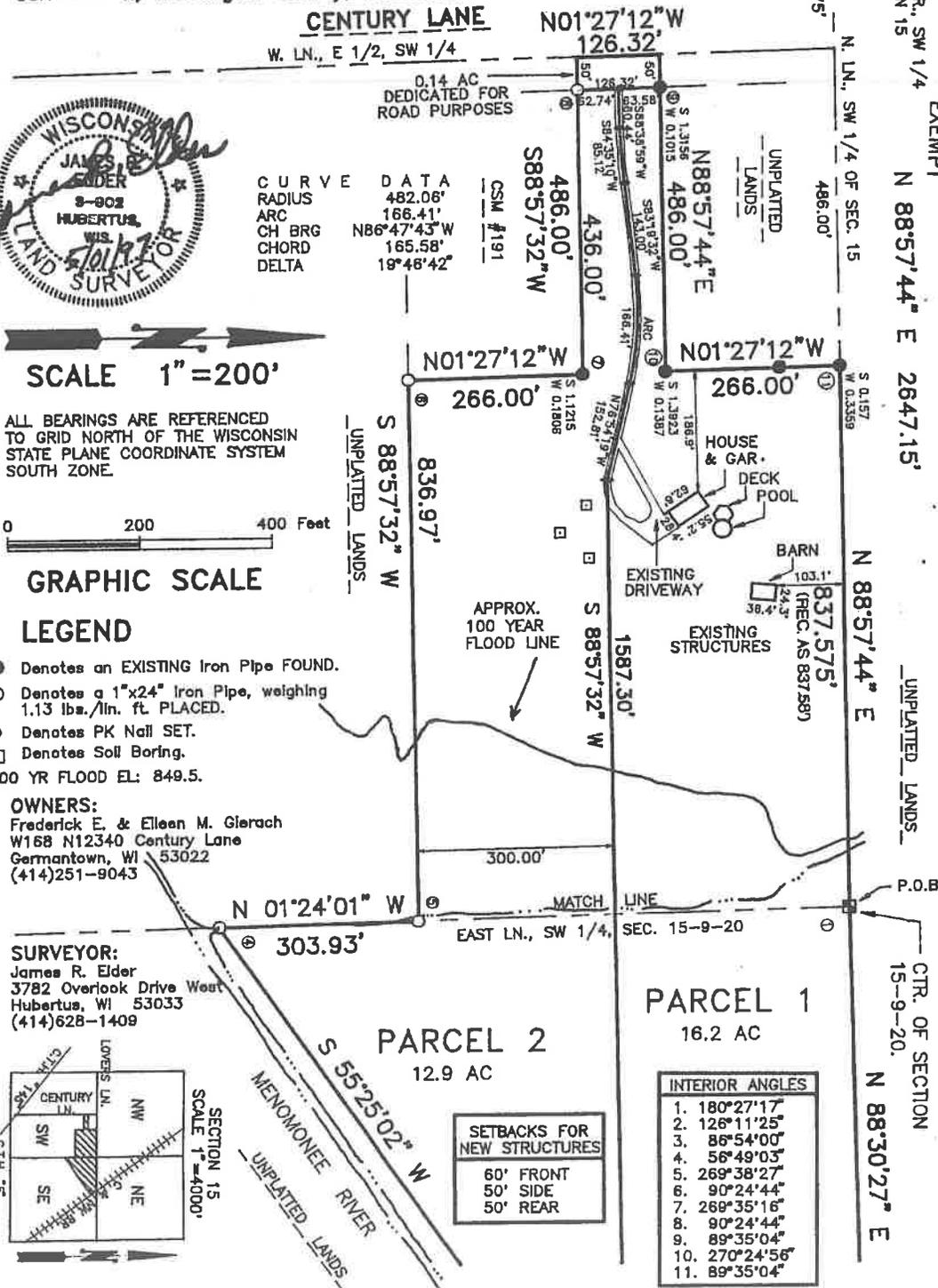


**PARCEL 2**  
 12.9 AC

SETBACKS FOR NEW STRUCTURES	
60'	FRONT
50'	SIDE
50'	REAR

**PARCEL 1**  
 16.2 AC

INTERIOR ANGLES	
1.	180°27'17"
2.	126°11'25"
3.	86°54'00"
4.	56°49'03"
5.	269°38'27"
6.	90°24'44"
7.	269°35'16"
8.	90°24'44"
9.	89°35'04"
10.	270°24'56"
11.	89°35'04"



NW COR., SW 1/4 SECTION 15  
 EXEMPT  
 FEE #77.25 (28)  
 747110 ✓  
 MAP NO. 4821 VOL 33 PAGE 14  
 CTR. OF SECTION 15-9-20  
 N 88°30'27" E



CERTIFIED SURVEY MAP

Part of the NE 1/4 of the SW 1/4 and part of the NW 1/4 of the SE 1/4 of Section 15, T9N, R20E, Village of Germantown, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, James R. Elder, Registered Land Surveyor, do hereby certify that I have surveyed, divided, and mapped part of the NE 1/4 of the SW 1/4 and part of the NW 1/4 of the SE 1/4 of Section 15, T9N, R20E, Village of Germantown, Washington County, Wisconsin, described as follows:

Beginning at the Center of said Section 15; thence N88°30'27"E, 1021.03 feet along the North line of the SE 1/4 of said Section 15; thence S37°40'58"E, 248.19 feet along the westerly right-of-way of the Central & Northwestern Railroad; thence S55°25'02"W, 1395.45 feet along the Northerly side of the Menomonee River; thence N01°24'01"W, 303.93 feet along the East line of the SW 1/4 of said Section 15; thence S88°57'32"W, 836.97 feet; thence N01°27'12"W, 266.00 feet along the East line of Certified Survey Map No. 191; thence S88°57'32"W, 486.00 feet along the North line of said CSM; thence N01°27'12"W, 126.32 feet along the West Line of the East 1/2 of said Section 15 and the centerline of Century Lane; thence N88°57'44"E, 486.00 feet; thence N01°27'12"W, 266.00 feet; thence N88°57'44"E, 837.575 feet along the North line of the SW 1/4 of said Section 15, to the point of beginning.

Said Parcel contains 29.31 Acres Gross and 29.17 Acres Net with 0.14 Acres dedicated for Road Purposes.

That I have made such survey, land division and this map by the order and direction of Frederick E. Gierach and Eileen M. Gierach, owners. That this map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Subdivision regulations of the Village of Germantown.

Dated this 1st Day of May, 1997.

*James R. Elder*  
James R. Elder, R.L.S. #S-902 Ph. 628-1409  
3782 Overlook Drive West  
Hubertus, WI 53033



747110

MAP NO. 4821 VOL 33 PAGE 16

FEE  
#77.25 (2r)  
EXEMPT

*Deputy & Recording*  
MAY 23 9 00 AM '97

RECORDED

CERTIFIED SURVEY MAP

Part of the NE 1/4 of the SW 1/4 and part of the NW 1/4 of the SE 1/4 of Section 15, T9N, R20E, Village of Germantown, Washington County, Wisconsin.

PLANNING COMMISSION APPROVAL:

Approved by the Planning Commission of the Village of Germantown, on this 12th day of May, 1997.

Charles J. Hangan, Chairman

Secretary, Carol A. Berycki

VILLAGE BOARD APPROVAL:

Approved by the Germantown Village Board on this 19th day of May, 1997.

Charles J. Hangan, Village President

Jane A. Wilms, Village Clerk

OWNER'S CERTIFICATE

We, Frederick E. Gierach and Eileen M. Gierach, as owners, do hereby certify that we caused the land described in the foregoing affidavit of James R. Elder, Surveyor, to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map.

WITNESS the hand and seal of said owners, this 23rd day of May, 1997.

Frederick E. Gierach
Frederick E. Gierach
W168 N12340 Century Lane
Germantown, WI 53022
(414) 251-9043

Eileen M. Gierach
Eileen M. Gierach
(Same)



STATE OF WISCONSIN) SS
WASHINGTON COUNTY )

Personally came before me this 23 day of May, 1997, the above named Frederick E. Gierach and Eileen M. Gierach, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Mark R. Besting
Notary Public, State of Wisconsin
My commission expires: 4-16-2000

747110
MAP NO. 4821 VOL. 33 PAGE 17

CERTIFIED SURVEY MAP

Part of the NE 1/4 of the SW 1/4 and part of the NW 1/4 of the SE 1/4 of Section 15, T9N, R20E, Village of Germantown, Washington County, Wisconsin.

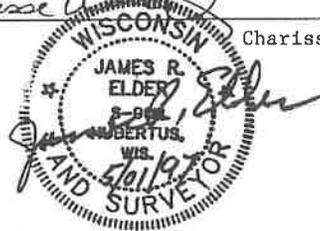
CONSENT OF MORTGAGEE:

I, KARAN Serchen AWP of First Financial Bank, Mortgagee of the above described land, do hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map, and I do hereby consent to the above certificate of Frederick E. Gierach and Eileen M. Gierach, owners of said land.

Witness the hand and seal of said Mortgagee this 15 Day of May, 1997.

[Signature]  
Bank Officer KARAN Serchen AWP  
First Financial Bank  
1305 Main Street  
Stevens Point, WI 54481

[Signature]  
Witness Charisse Wanta



STATE OF WISCONSIN) SS  
WASHINGTON COUNTY )

Personally came before me this 15th day of May, 1997, the above named KARAN Serchen, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature] (Geri L. Mancl)  
Notary Public, State of Wisconsin  
My commission expires: 10-11-98

CONSENT OF MORTGAGEE:

I, Rock R. Brandner SR. V.P. of Kilbourn State Bank, Mortgagee of the above described land, do hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map, and I do hereby consent to the above certificate of Frederick E. Gierach and Eileen M. Gierach, owners of said land.

Witness the hand and seal of said Mortgagee this 6 Day of MAY, 1997.

[Signature]  
Bank Officer Rock R. Brandner SR. V.P.  
Kilbourn State Bank  
P.O. Drawer 700  
Germantown, WI 53022

[Signature]  
Witness CONNIE J. HAEVERS

STATE OF WISCONSIN) SS  
WASHINGTON COUNTY )

Personally came before me this 6th day of May, 1997, the above named Rock R Brandner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature] (Gail M. Garton)  
Notary Public, State of Wisconsin  
My commission expires: 12/28/97

747110

MAP NO 4821 VOL 33 PAGE 18

750444

VOL 1711 PAGE 248

SHARED DRIVEWAY AGREEMENT

RECORDED

Document Number

Document Title

JUL 1 1 30 PM '97

*Dorothy C. Schmaus*  
REC'D  
JUL 1 1997

Recording Area

Name and Return Address

SCHMAUS LAW OFFICE  
W182 N9606 APPLETON AVENUE  
GERMANTOWN WI 53022

Parcel Identification Number (PIN)

*leg*

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

18

SHARED DRIVEWAY AGREEMENT

THIS AGREEMENT made this 23<sup>rd</sup> day of June, A.D. 1997, by and between Frederick E. Gierach and Eileen M. Gierach, husband and wife, parties of the first part, and Craig D. Ostovich and Diana Jo Ostovich, husband and wife, parties of the second part

## WITNESSETH:

WHEREAS, the parties of the first part are owners of real estate acquired by Warranty Deed and described as follows to-wit:

Parcel No.1 of Certified Survey Map No.4821 being described as follows:

Beginning at the Center of said Section 15; thence N 88 degrees 30' 27" E, 1021.03 feet along the North line of the SE 1/4 of said Section 15; thence S 37 degrees 40' 58" E, 248.19 feet along the westerly right-of-way of the Central & Northwestern Railroad; thence S 55 degrees 25' 02" W, 1395.45 feet along the Northerly side of the Menomonee River; thence N 01 degrees 24' 01" W, 303.93 feet along the East line of the SW 1/4 of said Section 15; thence S 88 degrees 57' 32" W, 836.97 feet; thence N 01 degrees 27' 12" W, 266.00 feet along the East line of Certified Survey Map No. 191; thence S 88 degrees 57' 32" W, 486.00 feet along the North line of said CSM; thence N 01 degrees 27' 12" W, 126.32 feet along the West line of the East 1/2 of said Section 15 and the centerline of Century Lane; thence N 88 degrees 57' 44" E, 486.00 feet; thence N 01 degrees 27' 12" W, 266.00 feet; thence N 88 degrees 57' 44" E, 837.575 feet along the North line of the SW 1/4 of said Section 15, to the point of beginning.

which property is located directly contiguous and joins a parcel of land owned by the parties of the second part, which is described as follows, to-wit:

Parcel No.2 of Certified Survey Map No.4821 being described as follows:

Beginning at the Center of said Section 15; thence N 88 degrees 30' 27" E, 1021.03 feet along the North line of the SE 1/4 of said Section 15; thence S 37 degrees 40' 58" E, 248.19 feet along the westerly right-of-way of the Central & Northwestern Railroad; thence S 55 degrees 25' 02" W, 1395.45 feet along the Northerly side of the Menomonee River; thence N 01 degrees 24' 01"

W, 303.93 feet along the East line of the SW 1/4 of said Section 15; thence S 88 degrees 57' 32" W, 836.97 feet; thence N 01 degrees 27' 12" W, 266.00 feet along the East line of Certified Survey Map No. 191; thence S 88 degrees 57' 32" W, 486.00 feet along the North line of said CSM; thence N 01 degrees 27' 12" W, 126.32 feet along the West line of the East 1/2 of said Section 15 and the centerline of Century Lane; thence N 88 degrees 57' 44" E, 486.00 feet; thence N 01 degrees 27' 12" W, 266.00 feet; thence N 88 degrees 57' 44" E, 837.575 feet along the North line of the SW 1/4 of said Section 15, to the point of beginning.

WHEREAS, there exists a common driveway on the boundary line between the subject properties, which driveway is bounded and described as follows:

That part of the NE 1/4 of the SW 1/4 of Section 15, T9N, R20E, in the Village of Germantown, Washington County, Wisconsin, described as follows:

Commencing at the NW corner of Parcel 1 of Certified Survey Map No. 4821; thence S 01 degrees 27' 12" E, 63.58 feet along the East right-of-way line of Century Lane to the centerline of an 11' wide driveway easement, described as follows: N 88 degrees 38' 59" E, 60.44 feet; thence N 84 degrees 35' 10" E, 85.12 feet; thence N 83 degrees 19' 32" E, 143.00 feet; thence Southeasterly along the arc of a curve in a clockwise direction, 166.41 feet, with a Radius of 482.06 feet, a Delta of 19 degrees 46' 42" and a Chord Bearing S 86 degrees 47' 43" E, 165.58 feet; thence S 76 degrees 54' 19" E, 152.81 feet; thence N 88 degrees 57' 32" E, 32.66 feet. Said easement is for the purpose of ingress and egress on a shared common driveway between Parcel 1 and Parcel 2 of said Certified Survey Map.

NOW, THEREFORE, it is agreed as follows:

1. That the parties to this Agreement and their successors and assigns will have perpetual use of said shared driveway and that this Agreement will bind all their heirs, executors, administrators, successors and assigns.

2. That each of the parties agree to pay for the cost of repair, maintenance and replacement of said shared driveway. However, in the event either party desires to expand upon or permanently improve/finish said road, said parties shall obtain the written consent of the other party, and only in that event, shall

each party be responsible for one-half (1/2) the cost of same. In such regard, each of the parties convey and grant unto each other the right to come upon the premises of each other as necessary for the purpose of making such repairs and maintaining said driveway as from time to time may be necessary.

3. Neither party may expand said driveway beyond its current location, and in the event each party should obtain a private driveway to their property, this Agreement shall automatically terminate.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 23rd day of June, 1997.

Parties of the First Part:

Frederick E. Gierach  
Frederick E. Gierach

Eileen M. Gierach  
Eileen M. Gierach

Parties of the Second Part:

Craig D. Ostovich  
Craig D. Ostovich

Diana Jo Ostovich  
Diana Jo Ostovich





**WB-44 COUNTER-OFFER**

Counter-Offer No. 1 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 06/22/2020 and signed by Buyer Christopher M. Voss  
2 for purchase of real estate at W168N12340 Century Ln, Germantown, WI 53022  
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  
8 1) Purchase price shall be: \$480,000 (Four Hundred Eighty Thousand Dollars).

9  
10 2) Seller at sellers expense shall have tub and shower refinished/reglazed in the bathrooms. Work shall be completed by  
11 professional contractor no later than 7 days prior to closing, and lien waiver and work invoice provided to buyer.

12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
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22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
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 June 24, 2020

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 Lori Larson First Weber, Inc. on 06/23/2020

37 DocuSigned by: \_\_\_\_\_ Licensee and Firm ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_  
38 David C. Kontz 6/23/2020  
39 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
40 Signature of Party Making Counter-Offer ▲ \_\_\_\_\_ Signature of Party Accepting Counter-Offer ▲ \_\_\_\_\_  
Print name ▶ David C. Kontz Print name ▶ Christopher M. Voss

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

44 This Counter-Offer was presented by Doug Larson, First Weber, Inc on 6/23/20  
45 Licensee and Firm ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

46 This Counter-Offer is ~~(rejected)~~ (countered) **STRIKE ONE** (Party's Initials) CV (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.**

**WB-44 COUNTER-OFFER**

Counter-Offer No. 2 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 06/22/2020 and signed by Buyer Christopher M Voss  
2 for purchase of real estate at W168N12340 Century Ln., Germantown, WI 53022-1908  
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 1) Seller at seller's expense to have shared driveway sealed prior to closing per terms of the shared driveway agreement  
8 and provide paid invoice & lien waiver.

9 \_\_\_\_\_  
10 2) Purchase price to be \$470,000 (four hundred seventy thousand dollars)

11 \_\_\_\_\_  
12 3) Lines 194-229 of the WB-11 are changed to provide that the buyer shall have 14 days from acceptance for home  
13 a home inspection and the seller shall have the right to cure.

14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
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25 \_\_\_\_\_  
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 6/26/2020.

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 Douglas Larson First Weber, Inc. on 6/25/2020

37 Licensee and Firm ▲ DocuSigned by: Date ▲

38 (x) Christopher M Voss 6/25/2020  
39 Signature of Party Making Counter-Offer ▲ Date ▲

40 Print name ▶ Christopher M Voss

41 (x) David C. Kontz 6/26/2020  
42 Signature of Party Accepting Counter-Offer ▲ Date ▲

43 Print name ▶ David C. Kontz

44 (x) \_\_\_\_\_ Date ▲  
45 Signature of Party Making Counter-Offer ▲ Date ▲

46 Print name ▶ \_\_\_\_\_

47 (x) \_\_\_\_\_ Date ▲  
48 Signature of Party Accepting Counter-Offer ▲ Date ▲

49 Print name ▶ \_\_\_\_\_

44 This Counter-Offer was presented by Lori Larson First Weber, Inc. on 6/25/2020

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.**