

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 12/30/2025 and signed by Buyer 1/05/2025
 2 _____ for purchase of real estate at Parcel Numbers ZA467900001, ZA467900002,
 3 ZA468000001 and ZA468000002 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 9 PURCHASE PRICE is amended to Seven Hundred Fifty Thousand Dollars (\$750,000.00)
 8 Lines 83-100 are hereby deleted. Buyer affirmatively waives receipt of a vacant land disclosure report from Seller.
 9 Line 284, the words "Planned Unit Development" shall be changed to "Planned Development"
 10 Line 287 is amended to read: "MAP OF PROPERTY: This Offer is contingent upon Buyer obtaining..."
 11 Lines 655-658 is amended to read as follows: "As a condition for this sale, Buyer will design, construct, and maintain a
 12 trailhead from the purchased property to Hillmoor at a location acceptable to the Seller. The trailhead will be dedicated
 13 to the public and remain open for free public use by the public. The plan for the trailhead will be identified on the
 14 Precise Implementation Plan and conveyed as a permanent easement that runs with the land."
 15 Lines 658 - 659 are amended to read as follows: "Per line 258, testing of subsoils, Buyer may order and pay for a
 16 Phase 1 audit. The remainder of Line 659 is hereby deleted.
 17 The following is added to Line 660: "Buyer agrees to add a restriction to the deed of conveyance stating that in the
 18 event the property or any portion of the property is conveyed to a non-profit and the land becomes nontaxable under
 19 the rules of the Wisconsin Department of Revenue, the owner of the transferred property will enter into a PILOT
 20 (Payment In Lieu of Taxes) agreement with the City of Lake Geneva for the nontaxed parcels."
 21 The following is added to Line 660: "Buyer shall pay all closing costs including but not limited to costs of title insurance,
 22 transfer fees, recording fees and any other costs for transfer of the property from Seller to Buyer."
 23 Line 682 is hereby deleted.
 24 This Counter-Offer is subject to ratification by the City Council
 25 _____
 26 _____
 27 _____

28 The attached N/A 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 Party
 31 making the Counter-Offer on or before 01/16/2026 (Time is of
 32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,
 33 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 as**
35 **provided at lines 30-32.**

36 This Counter-Offer was drafted by Daniel S. Draper, City Attorney on 01/13/2026
 37 _____ Licensee and Firm ▲ Date ▲
 38 (x) Thomas A. Hartz 1.16.2026 (x) Todd Krause 1/13/2026
 39 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
 40 Print name ▶ Thomas A. Hartz, Simple Food Group, LLC Print name ▶ Todd Krause, Mayor, City of Lake Geneva

41 (x) _____ (x) _____
 42 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
 43 Print name ▶ _____ Print name ▶ **Todd Krause**



44 This Counter-Offer was presented by Daniel S. Draper, City Attorney on 01/13/2026
 45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected)(countered) **STRIKE ONE** (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.**