



**NOTICE AND AGENDA**

**Beloit City Council**

Special Meeting

Monday, February 18, 2013

5:30 p.m.

4<sup>th</sup> floor City Manager's Conference Room

City Hall – 100 State Street

Beloit, WI 53511

CALL OF MEETING OF CITY OF BELOIT COUNCIL  
CITY OF BELOIT, WISCONSIN

**NOTICE IS HEREBY GIVEN** that in accordance with Section 2.02(3) of City Code a Special Meeting of the City Council of the City of Beloit, Rock County, Wisconsin, is being called.

1. Roll call
2. The City Council will adjourn into closed session pursuant to Wis. Stat. 19.85(1)(e) to discuss a possible **real estate transaction** with the Ho-Chunk Nation (Arft)
3. Motion to adjourn the closed session and reconvene into open session for consideration of a resolution approving a **Land Contract Purchase Agreement** with the Ho-Chunk Nation for 41.5 acres of City land (Arft)
4. Motion to adjourn

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Following the Special Meeting, or at approximately 6:30 p.m., the City Council will hold a **Workshop** in the City Manager's Conference Room to review the agenda of the regular 7:00 p.m. City Council meeting.

Larry N. Arft, City Manager

Dated: February 15, 2013  
Rebecca Houseman LeMire  
City Clerk

\*\*Please note that, upon reasonable notice, at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 364-6680, 100 State Street, Beloit, WI 53511

**RESOLUTION APPROVING AND AUTHORIZING ENTRY INTO  
LAND CONTRACT PURCHASE AGREEMENT  
BETWEEN THE HO-CHUNK NATION AND THE CITY OF БЕЛОIT**

WHEREAS, the Ho-Chunk Nation ("Nation") and the City of Beloit ("City") entered into an Intergovernmental Agreement ("IGA") in March of 2012 regarding the development of a casino on certain lands owned by the Nation in the vicinity of Colley Road and Willowbrook ("Casino Site"); and

WHEREAS, the City owns 41.5989 acres of land located in three parcels contiguous to the Casino Site; and

WHEREAS, the City and the Nation are desirous of transferring said 41.5989 acres via a Land Contract from the City to the Nation; and

WHEREAS, the parties have reached an agreement concerning the purchase price and terms and conditions of such Land Contract as set out in the Land Contract Purchase Agreement attached hereto; and

WHEREAS, the City had previously entered into an Option Agreement with the St. Croix Chippewa Indians of Wisconsin and the Bad River Band of Lake Superior Chippewa Indians of Wisconsin (collectively the "Chippewa Tribes") for all but 1.2 acres of the lands proposed for sale to the Nation; and

WHEREAS, the Chippewa Tribes have lost any potential site control over the adjoining parcel, subject to their fee-to-trust application, by virtue of the Nation purchasing said parcel; and

WHEREAS, the Chippewa Tribes have further had their application for a fee-to-trust transfer of said parcel denied by the United States Department of Interior and have not pursued any new nor amended fee-to-trust application since the denial in January of 2009; and

WHEREAS, the City has previously informed the Chippewa Tribes of the invalidity of both the IGA and the Chippewa Option related thereto; and

WHEREAS, the City acquired 40.356 acres of the 41.5989 acres proposed for transfer in 1982 using monies from the Sewer Fund for the purposes of possible sewage sludge disposal and future industrial park site development; and

WHEREAS, the City Council on June 21, 1982 approved the resolution authorizing said purchase and providing further that if the properties are resold, the Sewer Fund was to be reimbursed from the sales proceeds; and

WHEREAS, a search of City records indicates that the City paid the sum of \$3,958.70 per acre for the acreage acquired and it would require payment of the amount of \$159,757.30 to reimburse the Sewer Fund for said amounts; and

WHEREAS, City staff has recommended that the balance of the monies received after reimbursing the Sewer Fund be put into the TIF #8 Special Revenue Fund to use for debt service, other necessary TIF expenses to support the casino project or for other TIF related purposes and then into the City's General Fund after dissolution of TIF #8, which is currently scheduled for July 17, 2022; and

WHEREAS, the acquisition of the lands adjacent to the trust site by the Nation is very important to the development of a successful casino operation by the Nation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby reaffirms its March 5, 2012 resolution declaring the IGA between the City and Chippewa Tribes to be rescinded and to be of no further force and effect and further hereby declares the Option between the Chippewa Tribes and the City dated March of 2009 to be rescinded and to be of no further force and effect.

BE IT FURTHER RESOLVED that the attached Land Contract Purchase Agreement between the City and the Nation is hereby approved and the City Manager of the City of Beloit be, and he is hereby, authorized to execute the same, to further execute any other documents to implement the terms and conditions thereof, and to do all other things necessary in order to carry out the purposes of this resolution.

BE IT FURTHER RESOLVED that the Sewer Fund be reimbursed the sum of \$159,757.30 from the proceeds of the Land Contract sale and that the balance of all proceeds received by the City be deposited into the TIF #8 Special Revenue Fund to be used for debt service or other necessary TIF expenses to support the casino project or the TIF District.

BE IT FURTHER RESOLVED that should monies continue to be received by the City after the dissolution of TIF #8, that such monies be deposited into the City's General Fund.

Adopted this 18<sup>th</sup> day of February, 2013.

**City Council of the City of Beloit**

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**Charles M. Haynes, President**

**Attest:**

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**Rebecca Houseman LeMire, City Clerk**

Tdh/res/LandContractPurchaseAgr(Ho-Chunk)=res=130214 1648 (cln) (99-1240)

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**LAND CONTRACT PURCHASE AGREEMENT**

THIS LAND CONTRACT PURCHASE AGREEMENT ("Agreement") is made and entered effective as of this \_\_\_\_\_, 2013 (the "Effective Date") by and between the City of Beloit, Wisconsin (the "Vendor"), and the Ho-Chunk Nation ("Purchaser"). Vendor and Purchaser are each sometimes referred to as a "Party," or are together referred to as the "Parties."

WITNESSETH

WHEREAS, Vendor is the owner of three (3) real estate parcels containing approximately 41.5989 acres in total, including all appurtenances and benefitting rights therewith (the "Property") that is legally described on Exhibit 1 to the land contract form attached and incorporated as Exhibit A ("Land Contract Form"); and

WHEREAS, Vendor wishes to sell the Property by land contract, and Purchaser wishes to purchase the same from Vendor by land contract subject to the terms conditions set forth herein.

NOW THEREFORE, in consideration the premises above and the mutual promises below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purchase Price. The purchase price for the Property shall be Forty-five Thousand and No/100 Dollars per acre of the Property (i.e., \$1,871,950.50) ("Purchase Price"). The Purchase Price shall be adjusted in accordance with the acreage of the Property shown the Survey (defined below) based on the amount of \$45,000.00 per acre.

2. Land Contract Payments. The Purchase Price shall be paid to Vendor as follows: (i) a down payment at Closing in the amount of One Hundred Eighty-seven Thousand One Hundred Ninety Five and No/100 Dollars (\$187,195.00), and (ii) the balance of One Million Six Hundred Eighty-four Thousand Seven Hundred Fifty-five and 50/100 Dollars (\$1,684,755.50) paid in monthly installments of principal and interest in the amount of four percent (4%) per annum amortized over twenty (20) years as shown in the amortization schedule attached and incorporated as Exhibit B (the "Contract Payments"). The first Contract Payment shall be due and owing on the first day of the month following the Closing, with the final payment of all amounts of principal and interest then owing hereunder to be paid on or before the first day of the one hundred twentieth (120<sup>th</sup>) month following thereafter (the "Maturity Date"). Purchaser shall commence payment of Contract Payments on the first day of the month following the Closing (defined below) and continue monthly thereafter on the first day of each following month until the Payoff Date (defined below). The Contract Payments shall be made by electronic transfer to an account designated by the City or by cashier's check made out and delivered to City Treasurer, City of Beloit City Hall, 100 State Street, Beloit, Wisconsin 53511.

3. Repurchase Agreement and Right of First Refusal. At Closing, the Purchaser hereby agrees to execute and deliver to Vendor that certain Right of First Refusal and Repurchase Agreement in the form attached and incorporated as Exhibit C ("Repurchase Agreement").

4. Land Contract Closing. The closing ("Closing") of the purchase and sale of the Property by land contract shall occur at the offices of First American Title Insurance Company, 10 West Mifflin

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Street, Suite 302, Madison, WI 53703 ("Title Company") or by escrow closing therewith, within thirty (30) days following Purchaser's waiver of all of its contingencies hereunder or upon a specific date and time within such period as agreed to by the Parties in writing.

5. Rents. Rents for all Leases (defined below) shall be prorated through the date prior to the Closing, and Purchaser shall receive a credit for all prepaid rents and unfulfilled commitments to tenants. Vendor shall not be entitled to any credit for uncollected and/or outstanding rents. If Vendor receives any payments for rent accruing after the date hereof, Vendor shall remit such sums to Purchaser, provided further that Vendor may retain any payments received for rents accrued prior to the day of closing. Within ten (10) days after the Closing, Vendor shall provide all tenants with written notice instructing the tenants to send all rental payments to Purchaser at the address designated by Purchaser.

6. Assignment of Leases and Service Contracts. At Closing, Vendor shall assign all of its right, title and interest in and to all Leases and service contracts affecting the Property by written assignment in a form reasonably acceptable to Purchaser, and shall deliver to Purchaser all original lease documents and service contracts and all tenant correspondence and payment records.

7. Purchaser's Contingencies.

7.1 Contingency Period. The "Inspection Period" hereunder means the period commencing on the Effective Date and ending at 5:00 p.m. Central (USA) on the date occurring thirty (30) days thereafter.

7.2 Inspection Contingency.

7.2.1 Documents. Within five (5) business days after the Effective Date, Vendor shall provide Purchaser with complete, accurate, legible copies of all of the following documents to the extent related to the Property or any portion thereof ("Documents"): (i) a list of all material, oral contracts and leases effective on or after the Effective Date (describing the subject of said oral contract, the parties thereto and the material terms thereof); (ii) copies of all written contracts and leases effective on or after the Effective Date ("Leases"); and (iii) reports, correspondence, test results, and any other documents regarding environmental matters and compliance with environmental laws and governmental regulations, including descriptions of any liabilities to third parties, administrative orders, audits, inspections, surveys, questionnaires, and reports.

7.2.2 Purchaser's Right to Inspect. Purchaser's obligation to purchase the Property is contingent upon Purchaser's satisfaction in its sole discretion with the results of Purchaser's Inspection (defined below) ("Inspection Contingency"). Purchaser shall have the right, but not the obligation, to review the Documents and to enter onto the Property to conduct all reasonable tests, assessments, inspections, studies and other investigations concerning the Property that Purchaser requires, in Purchaser's sole and absolute discretion to evaluate the feasibility of the Property for Purchaser's intended use and to secure all approvals necessary for Purchaser's intended use and development of the Property ("Purchaser's Inspection"). Purchaser's Inspection shall be carried out at Purchaser's sole cost and expense. Purchaser shall give the Vendor at least twenty-four (24) hours

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advance notice of the dates and times of its inspections of the Property. Vendor or its representative and Purchaser or its representatives, agents, and independent contractors shall have the right to be present during Purchaser's Inspection. Purchaser shall not make any improvements or alterations to the Property. Purchaser shall promptly repair any physical damage to the Property caused by the Purchaser's Inspection and shall promptly remove or bond or insure over any mechanic's liens arising from the work performed to complete the Purchaser's Inspection. Notwithstanding anything herein to the contrary, (i) Purchaser's Inspection may include such customary, non-intrusive tests as are commonly conducted pursuant to a Phase 1 environmental evaluation, and (ii) Purchaser's Inspection shall not include any soil borings, water or material sampling or other investigations customarily conducted pursuant to a Phase 2 environmental evaluation without the prior written consent of Vendor, which consent may be conditioned, withheld or granted at the sole discretion of Vendor. Purchaser shall indemnify, defend and hold Vendor harmless from any and all liens, costs, damages, suits, injuries to persons or property, and reasonable legal fees, to the extent arising out of Purchaser's or its representatives', contractors' or agents' negligence, acts or omissions with respect to or in any way related to Purchaser's Inspection, which indemnification shall survive the termination or expiration of this Agreement.

7.3 Termination. At any time on or prior to the expiration of the Contingency Period, Purchaser may give written notice to Vendor that it has (i) waived its Inspection Contingency ("Continuation Notice"), or (ii) terminated this Agreement ("Termination Notice") pursuant to its Inspection Contingency; provided that if Purchaser fails to timely deliver the Continuation Notice or Termination Notice to Vendor, then Purchaser shall be deemed to have waived all contingencies.

8. Title and Survey Review.

8.1 Title Commitment. Vendor shall cause to be delivered to Purchaser no later than five business (5) days prior to Closing a written owner's title insurance commitment ("Title Commitment") from the Title Company, with an effective date no earlier than the Effective Date of this Agreement together with legible copies of all documents of record listed in schedule B-2 of such Title Commitment ("Title Documents"), sufficient for the Title Company to issue an ALTA Owner's Title Insurance Policy ("Title Policy") to Purchaser in the amount of the Purchase Price, which Title Commitment shall indicate that merchantable title to the Property is currently in the Vendor. Vendor shall be responsible for the costs of the Title Commitment and Title Policy. The Title Commitment shall include the commitment of the Title Company to issue a full "extended coverage" endorsement over all general or standard exceptions, including gap coverage; provided, however, that Vendor shall have no liability hereunder for failure to provide any endorsement to the extent such arises out of Purchaser's failure to provide the Title Company with an acceptable Survey (defined below). At the Closing, Vendor shall deliver, or instruct the Title Company to deliver, to Purchaser the Title Policy, or a signed pro forma of the same, showing Purchaser as named insured and being otherwise in accordance with this Agreement. Purchaser shall have the right to order any title endorsements beyond the extended coverage and gap endorsements at its sole cost and expense.

8.2 Survey. Purchaser shall have the right to obtain at its sole cost and obligation an ALTA/ ASCM survey ("Survey") of the Property prepared by a registered Wisconsin land surveyor.

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8.3 Title and Survey Review Period. Purchaser shall have until the end of the (15) days following its receipt of the Survey, Title Commitment and Title Documents to deliver to Vendor written notice of objection to defects revealed by the Survey and to the condition of title to the Property evidenced by the Title Commitment and/or Title Documents ("Title Objection Notice"). Any Survey defects or title exceptions not included in such Title Objection Notice shall be deemed waived and accepted by Purchaser; provided, however, that any additional title exceptions, requirements or material amendments to the Title Commitment delivered to Purchaser after delivery of the Title Objection Notice ("Additional Exceptions") shall be subject to Purchaser's review and approval up to the Closing Date. If, within seven (7) days following delivery of the Title Objection Notice, Vendor is unable or unwilling to cure to Purchaser's reasonable satisfaction any exception or defect to title identified in such Title Objection Notice or if Purchaser is unable to cure any Additional Exceptions not expressly accepted in writing by Purchaser prior to Closing to Purchaser's reasonable satisfaction, then Purchaser shall have the option, in its sole discretion, either to: (i) terminate this Agreement; or (ii) deliver written notice to Vendor waiving such defects of title or Survey, as applicable.

9. Prorations. The following items shall be prorated and adjusted between the Parties with Purchaser responsible for such of the following costs arising on and after the Closing Date and Vendor responsible for such of the following costs arising prior to the Closing Date:

9.1 Taxes. Real property taxes for the Property shall be prorated as of the day prior to the Closing and shall be based on the actual tax bill for the year of Closing or, if unavailable, upon the most recently available assessed value of the Property and applicable mill rate. All applicable personal property taxes, if any levied or assessed on or against the Property shall be prorated as of the day prior to the Closing Date.

9.2 Special and Association Assessments. Vendor shall pay all Special Assessments (defined below) for work actually commenced, completed, or levied prior to the Closing Date. Purchaser shall pay all Special Assessments (defined below) for work actually commenced, completed, or levied on or after the Closing Date. Vendor and Purchaser agree that the term "Special Assessments" shall include, without limitation, special assessments imposed by any municipality or owner's association, deferred assessments, impact fees, sewer district or sanitary district area interceptor benefit charges, treatment collection plant fees or hearing fees to be admitted to a sewage or sanitary district, drainage district assessments, storm water management fees, street, sewer, water, sidewalk, street lighting and street tree assessments and park fees.

10. Closing Costs.

10.1 Purchaser's Costs. Purchaser shall pay the following expenses incurred in connection with the transactions described herein: (i) Land Contract Form recordation fee, (ii) one-half of all of closing fees charged by the Title Company, (iii) Survey fees, (iv) Purchaser's legal fees and expenses, and (v) the premiums for all endorsements to the Title Policy requested by Purchaser beyond the gap and extended coverage endorsements.

10.2 Vendor's Costs. Vendor shall pay the following closing costs and expenses incurred in connection with the transactions described herein: (i) the costs of the Title Commitment and

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Title Policy and gap and extended coverage endorsements, (ii) the cost of releasing any liens affecting the Property and for curing any other objectionable matters affecting title to the Property pursuant to the terms of this Agreement and for recording the Repurchase Agreement, (iii) Vendor's legal fees and expenses, (iv) one-half of all of closing fees charged by the Title Company, and (v) all real estate transfer taxes.

11. Vendor's Closing Deliveries.

11.1 Land Contract. Vendor shall execute and deliver to Purchaser at Closing the Land Contract Form to Purchaser free and clear of all liens and encumbrances except those permitted by Purchaser under the terms of this Agreement.

11.2 Wisconsin Transfer Tax Return. Execute and deliver to Purchaser at Closing a copy of the Wisconsin Transfer Tax Return containing a certification that the property is exempt from all transfer tax fees as a conveyance from a municipal corporation.

11.3 Delivery of Possession. Deliver possession at Closing of the Property to Purchaser.

11.4 Miscellaneous. Deliver such additional documents as shall be reasonably required to consummate the Closing.

12. Transfer of Legal Title by Warranty Deed. Vendor shall deliver a fully executed warranty deed ("Warranty Deed") conveying all of Vendor's right, title and interest in the Property subject only to the Permitted Encumbrances (as defined in the Land Contract Form) on, or within ten (10) days following, the date when it receives Purchaser's payment in full of all principal and interest then owing hereunder ("Payoff Date"), which Payoff Date shall occur no later than the Maturity Date. Purchaser shall pay the costs of recording the Warranty Deed.

13. General Provisions.

13.1 Assignment. Assignment, transfer or mortgage by either Party of its rights and/or obligations under this Agreement is prohibited.

13.2 Survival. This Agreement shall survive the Closing and the recordation of the Land Contract Form.

13.3 Entire Agreement. This Agreement contains the entire agreement between Vendor and Purchaser and it shall inure to the benefit of and shall bind the Parties, their respective heirs, executors, successors or assigns.

13.4 Modifications. This Agreement may be amended or modified only by a written instrument duly executed by both of the Parties.

13.5 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (i) on the same date as the date on which such



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notice is delivered personally or such personal delivery is refused, (ii) on the date that is two (2) business days after the date on which such notice is deposited in the United States mail by registered or certified mail, postage prepaid, return receipt requested, (iii) on the date that is one (1) business day after the date on which such notice is sent by overnight courier services (such as Federal Express or any other similar courier service) or via transmittal by e-mail or facsimile, and, in each case, at the address for such Party described below or to such other address as either Party may from time to time specify in a written notice to the other in accordance with the terms hereof.

<p><b><u>To Seller:</u></b></p> <p>City Manager City of Beloit City Hall 100 State Street Beloit, WI 53511</p> <p><b><u>Copy To:</u></b> City Attorney City of Beloit City Hall 100 State Street Beloit, WI 53511</p>	<p><b><u>To Buyer:</u></b></p> <p>Office of the President Ho-Chunk Nation W9814 Airport Road Black River Falls, WI 54615</p> <p><b><u>Copy To:</u></b> Attorney General Ho-Chunk Nation Department of Justice W9814 Airport Road Black River Falls, WI 54615</p>
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13.6 Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

13.7 Brokerage Commission. Purchaser represents and warrants that it has dealt with no broker, agent or other person in connection with this Agreement. Vendor represents and warrants that it has dealt with no broker, agent or other person in connection with this Agreement. Vendor and Purchaser agree to indemnify, defend, and hold harmless the other from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnifying Party with respect to this Agreement.

13.8 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the state of Wisconsin and of the Ho-Chunk Nation, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall end at 5 p.m., Central Time (USA).

[SIGNATURES ARE ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF BELOIT

HO-CHUNK NATION

By: \_\_\_\_\_  
Larry N. Arft, City Manager

By: \_\_\_\_\_  
Gregory S. Blackdeer, Vice President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_  
Rebecca Houseman LeMire, City Clerk

By: \_\_\_\_\_  
Hope B. Smith, Tribal Secretary

Approved as to Form:

By: \_\_\_\_\_  
Thomas R. Casper, City Attorney

**EXHIBIT A**

Land Contract Form

*[BEGINS ON NEXT PAGE]*

State Bar of Wisconsin Form 11-2003  
**LAND CONTRACT**  
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

This Land Contract ("Contract") is entered into by and between the City of Beloit, Wisconsin (the "Vendor"), and the Ho-Chunk Nation (the "Purchaser").

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, located in Rock County, Wisconsin together with the rents, profits, fixtures and all other appurtenant interests (the "Property"):

The Property is legally described on the attached and incorporated "Exhibit 1."

Recording Area

Name and Return Address

**Brian D. Anderson**  
**Whyte Hirschboeck Dudek, S.C.**  
**PO BOX 1379**  
**Madison, WI 53701-1379**

23120500, 23131200 and 23271100

Parcel Identification Numbers (PIN)

This IS NOT homestead property.  
(is) (is not)

This IS a purchase money mortgage.  
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor as provided in that certain Land Contract Purchase Agreement between the parties ("Purchase Agreement").  
the sum of \$ \_\_\_\_\_ in the following manner:

- (a) \$ \_\_\_\_\_ at the execution of this Contract; and
- (b) the balance of \$ \_\_\_\_\_, together with interest from the date hereof on the balance outstanding from time to time at the rate of \_\_\_\_\_ % per annum until paid in full as follows:

provided the entire outstanding balance shall be paid in full on or before \_\_\_\_\_ the Maturity Date. Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:**

A. Any amount may be prepaid without premium or fee upon principal at any time.

B. Any amount may be prepaid without premium or fee upon principal at any time after \_\_\_\_\_.

C. There may be no prepayment of principal without written permission of Vendor.

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. ~~In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.~~

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- ~~Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].~~

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances except the (i) encumbrances arising out of the Purchaser's breach of this Contract, and (ii) encumbrances to the extent arising out of Purchaser's acts following the Closing (together, the "Permitted Encumbrances").

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:**

- X A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. ~~Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser:~~ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. ~~No title evidence was provided prior to execution of this Contract.~~

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- A. Purchaser agrees to pay the cost of any title or title policy with respect to the Vendor's execution and delivery of the Warranty Deed hereunder concurrent with Purchaser's payment in full of all principal and interest then owing hereunder.
- B. ~~Vendor agrees to pay the cost of future title evidence.~~

Purchaser shall be entitled to take possession of the Property on March 1, 2013.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that if (a) a default in the payment of principal or interest which continues for a period of 30 days following the due date, or (b) a default in performance of any other obligation of Purchaser, which continues for a period of 60 days following, written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this Contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); ~~(ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity.~~ An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorneys fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 8 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

~~Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.~~

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

Vendor and Purchaser hereby enter into this Contract as of \_\_\_\_\_, 2013.

CITY OF BELOIT

HO-CHUNK NATION

By: \_\_\_\_\_  
Larry N. Arft, City Manager

By: \_\_\_\_\_  
Gregory S. Blackdeer, Vice President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_  
Rebecca S. Houseman, City Clerk

By: \_\_\_\_\_  
Hope B. Smith, Tribal Secretary

Approved as to Form:

By: \_\_\_\_\_  
Thomas R. Casper, City Attorney

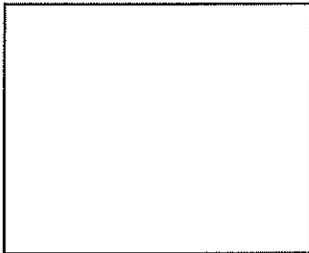
Drafted by:  
Brian D. Anderson, Esq.  
Whyte Hirschboeck Dudek S.C.  
33 East Main Street, Suite 300  
Madison, Wisconsin 53703

*ACKNOWLEDGMENT – City of Beloit*

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF ROCK                )

On \_\_\_\_\_, 2013, before me personally appeared Larry N. Arft, City Manager, Rebecca S. Houseman, City Clerk, and Thomas R. Casper, City Attorney of the City of Beloit, a Wisconsin municipal corporation, who are personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in their duly authorized capacities.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Above space for Notary Seal

\_\_\_\_\_  
(Print or type name of Notary)  
Notary Public, State of Wisconsin

My commission (is permanent) (expires: \_\_\_\_\_)





EXHIBIT 1

Legal Description of Property

Lot 2, Certified Survey Map, recorded August 24, 1988 at 4:54 P.M. in Volume 13, Pages 341- 344 of Certified Survey Maps of Rock County, Wisconsin, and on Card 363, Images 616-619, as Document #1077681, of Lot 1 of Certified Survey Map No. 974261 as recorded in Volume 11, Pages 272, 273 and 274 of Certified Survey Maps of Rock County, being also a part of the West 1/2 of the N.W. 1/4 of Section 32 and part of the East 1/2 of the N.E. 1/4 of Section 31, T. 1N., R.13E. of the 4th P.M., City of Beloit, Rock County, Wisconsin. Consisting of 32.4909 acres, more or less.

Tax Parcel Number: 23120500

AND

Lot 3, Certified Survey Map, recorded June 20, 1988 at 4:52 P.M., in Volume 13, Pages 268-270 1/2 of Certified Survey Maps of Rock County, Wisconsin, and on Card 354, Images 783-786, as Document #1073578, being part of the N.E. 1/4 of the S.E. 1/4 and part of the S.E. 1/4 , S.W. 1/4 and N.W. 1/4 of the S.E. 1/4 , being all a part of Section 31, T. 1N., R.13E of the 4th P.M., now City of Beloit, Rock County, Wisconsin. Consisting of 7.866 acres, more or less.

Tax Parcel Number: 23131200

AND

The following described parcel in the Town of Turtle, Rock County, Wisconsin is annexed to the City of Beloit: Part of the Northwest Quarter of Section 32, Township 1 North, Range 13 East of the Fourth Principal Meridian, Rock County, Wisconsin, described as follows: Commencing at an iron pin in the West line of section 32, T. 1N., R. 13E. of the 4th P.M., and in the center line of West Colley Road, said pin being 1353.0 feet North of the West Quarter corner of Section 32; thence North 89 degrees 54' East 1576.6 feet to an iron pin in the center line of West Colley Road; thence South 0 degrees 12' East 33.0 feet to an iron pin in the Southerly right-of-way line of West Colley Road for the place of beginning of this description; thence North 89 degrees 48' East along the Southerly right-of-way line of West Colley Road, 296.80 feet to an iron pin in the Northwesterly right-of-way line of Interstate Highway 90; thence South 38 degrees 57' West, along said Northwesterly right-of-way line of Intestate Highway 90, 470.10 feet to an iron pin; thence North 0 degrees 12' West, 364.55 feet to the place of beginning. Containing 54,099.22 square feet or 1.242 acres, more or less.

Tax Parcel Number: 23271100

Street Address: 2702 Colley Road

**EXHIBIT B**

Amortization Schedule

*[BEGINS ON NEXT PAGE]*

# Loan Amortization Schedule



© 2008 Vertex42 LLC

[HELP](#)

Loan Information	
Loan Amount	1,684,755.50
Annual Interest Rate	4.00%
Term of Loan in Years	20
First Payment Date	4/1/2013
Payment Frequency	Monthly
Compound Period	Monthly
Payment Type	End of Period

Summary	
Rate (per period)	0.333%
Number of Payments	120
Total Payments	2,233,487.40
Total Interest	548,731.90
Est. Interest Savings	216,741.46

**Monthly Payment 10,209.29**

## Amortization Schedule

Rounding On :

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
						1,684,755.50
1	4/1/13	10,209.29		5,615.85	4,593.44	1,680,162.06
2	5/1/13	10,209.29		5,600.54	4,608.75	1,675,553.31
3	6/1/13	10,209.29		5,585.18	4,624.11	1,670,929.20
4	7/1/13	10,209.29		5,569.76	4,639.53	1,666,289.67
5	8/1/13	10,209.29		5,554.30	4,654.99	1,661,634.68
6	9/1/13	10,209.29		5,538.78	4,670.51	1,656,964.17
7	10/1/13	10,209.29		5,523.21	4,686.08	1,652,278.09
8	11/1/13	10,209.29		5,507.59	4,701.70	1,647,576.39
9	12/1/13	10,209.29		5,491.92	4,717.37	1,642,859.02
10	1/1/14	10,209.29		5,476.20	4,733.09	1,638,125.93
11	2/1/14	10,209.29		5,460.42	4,748.87	1,633,377.06
12	3/1/14	10,209.29		5,444.59	4,764.70	1,628,612.36
13	4/1/14	10,209.29		5,428.71	4,780.58	1,623,831.78
14	5/1/14	10,209.29		5,412.77	4,796.52	1,619,035.26
15	6/1/14	10,209.29		5,396.78	4,812.51	1,614,222.75
16	7/1/14	10,209.29		5,380.74	4,828.55	1,609,394.20
17	8/1/14	10,209.29		5,364.65	4,844.64	1,604,549.56
18	9/1/14	10,209.29		5,348.50	4,860.79	1,599,688.77
19	10/1/14	10,209.29		5,332.30	4,876.99	1,594,811.78
20	11/1/14	10,209.29		5,316.04	4,893.25	1,589,918.53
21	12/1/14	10,209.29		5,299.73	4,909.56	1,585,008.97
22	1/1/15	10,209.29		5,283.36	4,925.93	1,580,083.04
23	2/1/15	10,209.29		5,266.94	4,942.35	1,575,140.69
24	3/1/15	10,209.29		5,250.47	4,958.82	1,570,181.87
25	4/1/15	10,209.29		5,233.94	4,975.35	1,565,206.52
26	5/1/15	10,209.29		5,217.36	4,991.93	1,560,214.59
27	6/1/15	10,209.29		5,200.72	5,008.57	1,555,206.02
28	7/1/15	10,209.29		5,184.02	5,025.27	1,550,180.75
29	8/1/15	10,209.29		5,167.27	5,042.02	1,545,138.73
30	9/1/15	10,209.29		5,150.46	5,058.83	1,540,079.90
31	10/1/15	10,209.29		5,133.60	5,075.69	1,535,004.21
32	11/1/15	10,209.29		5,116.68	5,092.61	1,529,911.60
33	12/1/15	10,209.29		5,099.71	5,109.58	1,524,802.02
34	1/1/16	10,209.29		5,082.67	5,126.62	1,519,675.40
35	2/1/16	10,209.29		5,065.58	5,143.71	1,514,531.69
36	3/1/16	10,209.29		5,048.44	5,160.85	1,509,370.84
37	4/1/16	10,209.29		5,031.24	5,178.05	1,504,192.79

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
38	5/1/16	10,209.29		5,013.98	5,195.31	1,498,997.48
39	6/1/16	10,209.29		4,996.66	5,212.63	1,493,784.85
40	7/1/16	10,209.29		4,979.28	5,230.01	1,488,554.84
41	8/1/16	10,209.29		4,961.85	5,247.44	1,483,307.40
42	9/1/16	10,209.29		4,944.36	5,264.93	1,478,042.47
43	10/1/16	10,209.29		4,926.81	5,282.46	1,472,759.99
44	11/1/16	10,209.29		4,909.20	5,300.09	1,467,459.80
45	12/1/16	10,209.29		4,891.53	5,317.76	1,462,142.14
46	1/1/17	10,209.29		4,873.81	5,335.48	1,456,806.66
47	2/1/17	10,209.29		4,856.02	5,353.27	1,451,453.39
48	3/1/17	10,209.29		4,838.18	5,371.11	1,446,082.28
49	4/1/17	10,209.29		4,820.27	5,389.02	1,440,693.26
50	5/1/17	10,209.29		4,802.31	5,406.98	1,435,286.28
51	6/1/17	10,209.29		4,784.29	5,425.00	1,429,861.28
52	7/1/17	10,209.29		4,766.20	5,443.09	1,424,418.19
53	8/1/17	10,209.29		4,748.06	5,461.23	1,418,956.86
54	9/1/17	10,209.29		4,729.86	5,479.43	1,413,477.53
55	10/1/17	10,209.29		4,711.59	5,497.70	1,407,979.83
56	11/1/17	10,209.29		4,693.27	5,516.02	1,402,463.81
57	12/1/17	10,209.29		4,674.88	5,534.41	1,396,929.40
58	1/1/18	10,209.29		4,656.43	5,552.86	1,391,376.54
59	2/1/18	10,209.29		4,637.92	5,571.37	1,385,805.17
60	3/1/18	10,209.29		4,619.35	5,589.94	1,380,215.23
61	4/1/18	10,209.29		4,600.72	5,608.57	1,374,606.66
62	5/1/18	10,209.29		4,582.02	5,627.27	1,368,979.39
63	6/1/18	10,209.29		4,563.26	5,646.03	1,363,333.36
64	7/1/18	10,209.29		4,544.44	5,664.85	1,357,668.51
65	8/1/18	10,209.29		4,525.56	5,683.73	1,351,984.78
66	9/1/18	10,209.29		4,506.62	5,702.67	1,346,282.11
67	10/1/18	10,209.29		4,487.61	5,721.68	1,340,560.43
68	11/1/18	10,209.29		4,468.53	5,740.76	1,334,819.67
69	12/1/18	10,209.29		4,449.40	5,759.89	1,329,059.78
70	1/1/19	10,209.29		4,430.20	5,779.09	1,323,280.69
71	2/1/19	10,209.29		4,410.94	5,798.35	1,317,482.34
72	3/1/19	10,209.29		4,391.61	5,817.68	1,311,664.66
73	4/1/19	10,209.29		4,372.22	5,837.07	1,305,827.59
74	5/1/19	10,209.29		4,352.76	5,856.53	1,299,971.06
75	6/1/19	10,209.29		4,333.24	5,876.05	1,294,095.01
76	7/1/19	10,209.29		4,313.65	5,895.64	1,288,199.37
77	8/1/19	10,209.29		4,294.00	5,915.29	1,282,284.08
78	9/1/19	10,209.29		4,274.28	5,935.01	1,276,349.07
79	10/1/19	10,209.29		4,254.50	5,954.79	1,270,394.28
80	11/1/19	10,209.29		4,234.66	5,974.64	1,264,419.64
81	12/1/19	10,209.29		4,214.73	5,994.56	1,258,425.08
82	1/1/20	10,209.29		4,194.75	6,014.54	1,252,410.54
83	2/1/20	10,209.29		4,174.70	6,034.69	1,246,375.95
84	3/1/20	10,209.29		4,154.59	6,054.70	1,240,321.25
85	4/1/20	10,209.29		4,134.40	6,074.89	1,234,246.36
86	5/1/20	10,209.29		4,114.15	6,095.14	1,228,151.22
87	6/1/20	10,209.29		4,093.84	6,115.45	1,222,035.77
88	7/1/20	10,209.29		4,073.45	6,135.84	1,215,899.93
89	8/1/20	10,209.29		4,053.00	6,156.29	1,209,743.64
90	9/1/20	10,209.29		4,032.48	6,176.81	1,203,566.83
91	10/1/20	10,209.29		4,011.89	6,197.40	1,197,369.43
92	11/1/20	10,209.29		3,991.23	6,218.06	1,191,151.37

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
93	12/1/20	10,209.29		3,970.50	6,238.79	1,184,912.58
94	1/1/21	10,209.29		3,949.71	6,259.58	1,178,653.00
95	2/1/21	10,209.29		3,928.84	6,280.45	1,172,372.55
96	3/1/21	10,209.29		3,907.91	6,301.38	1,166,071.17
97	4/1/21	10,209.29		3,886.90	6,322.39	1,159,748.78
98	5/1/21	10,209.29		3,865.83	6,343.46	1,153,405.32
99	6/1/21	10,209.29		3,844.68	6,364.61	1,147,040.71
100	7/1/21	10,209.29		3,823.47	6,385.82	1,140,654.89
101	8/1/21	10,209.29		3,802.18	6,407.11	1,134,247.78
102	9/1/21	10,209.29		3,780.83	6,428.46	1,127,819.32
103	10/1/21	10,209.29		3,759.40	6,449.89	1,121,369.43
104	11/1/21	10,209.29		3,737.90	6,471.39	1,114,898.04
105	12/1/21	10,209.29		3,716.33	6,492.96	1,108,405.08
106	1/1/22	10,209.29		3,694.68	6,514.61	1,101,890.47
107	2/1/22	10,209.29		3,672.97	6,536.32	1,095,354.15
108	3/1/22	10,209.29		3,651.18	6,558.11	1,088,796.04
109	4/1/22	10,209.29		3,629.32	6,579.97	1,082,216.07
110	5/1/22	10,209.29		3,607.39	6,601.90	1,075,614.17
111	6/1/22	10,209.29		3,585.38	6,623.91	1,068,990.26
112	7/1/22	10,209.29		3,563.30	6,645.99	1,062,344.27
113	8/1/22	10,209.29		3,541.15	6,668.14	1,055,676.13
114	9/1/22	10,209.29		3,518.92	6,690.37	1,048,985.76
115	10/1/22	10,209.29		3,496.62	6,712.67	1,042,273.09
116	11/1/22	10,209.29		3,474.24	6,735.05	1,035,538.04
117	12/1/22	10,209.29		3,451.79	6,757.50	1,028,780.54
118	1/1/23	10,209.29		3,429.27	6,780.02	1,022,000.52
119	2/1/23	10,209.29		3,406.67	6,802.62	1,015,197.90
120	3/1/23	10,209.29	1,008,372.60	3,383.99	1,015,197.90	0.00

**EXHIBIT C**

**Repurchase Agreement**

*[BEGINS ON NEXT PAGE]*

**RIGHT OF FIRST REFUSAL  
and  
REPURCHASE AGREEMENT**

Document Number

Title of Document

Ho-Chunk Nation ("Nation") hereby grants to the City of Beloit ("City") a right of first refusal to purchase the property described on Exhibit A, attached hereto, and located in the City of Beloit, Rock County, Wisconsin.

The conditions of this Right of First Refusal are as follows:

1. **Right of First Refusal.** In the event the Nation shall receive a bona fide offer for the purchase of the Property at anytime after the date hereof, and the offer of purchase shall be acceptable to the Nation, the Nation will not sell the Property or any portion thereof without first offering the Property to the City pursuant to this paragraph. The Nation shall give the City the right to purchase the Property at the price and on the terms of the offer so made. This right shall be extended by the Nation giving written notice of the offer by registered mail to the City, requiring the City to accept the offer in writing and to sign a purchase agreement within 45 days after the mailing of said notice. In the event the City does not purchase the Property on the terms set forth above, then this Right of First Refusal shall lapse and be of no further force and effect.

2. **Repurchase Agreement.** The City is hereby granted the right to repurchase the Property for a period of five years from the execution hereof should the Nation have failed to develop the Property with the construction of improvements subject to real estate tax assessment during said five-year period. The repurchase price shall represent

all of the payments made by the Nation to the City under that certain land contract between the parties bearing even date herewith. The City shall give written notice to the Nation of its intent to exercise this repurchase right within nine days after the five-year anniversary of this Agreement or be deemed to have forever waived its right to repurchase. Should the City give such notice, it shall close the transaction with 45 days of giving notice of intent, as provided herein, and may deduct from the purchase price all amounts necessary to satisfy any liens or encumbrances created by the Nation up to and including the date of closing on the repurchase.

3. **Termination.** Should the Trust Approval Date occur prior to the five-year anniversary date of this Agreement, then this Agreement shall be null and void in its entirety, specifically including any City right of first refusal or City right to repurchase. The Trust Approval Date shall have that definition assigned to said term by Section 1.41 of the Intergovernmental Agreement between the Ho-Chunk Nation, the City of Beloit and County of Rock and executed by the City of Beloit on March 6, 2012.

4. **Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No party may assign this Agreement without the written consent of the other party.

5. **Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

6. **No Continuing Waiver.** None of the parties hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

Recording Area

Name and Return Address

City Attorney  
100 State Street  
Beloit, WI 53511

Parcel Identification Number (PIN)

This is not homestead property.



7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, without regard to principles of conflicts of laws.

8. **Binding Agreement.** This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

9. **Headings.** All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.

10. **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

11. **Counterparts.** This Agreement may be executed in several counterparts, each or which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

DATED: \_\_\_\_\_

HO-CHUNK NATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN        )  
                                      )SS  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, the above named \_\_\_\_\_ [name], \_\_\_\_\_ [title] and \_\_\_\_\_ [name], \_\_\_\_\_ [title] to me known to be such \_\_\_\_\_ [title] and \_\_\_\_\_ [title] of Ho-Chunk Nation, and to me known to be the persons who executed the foregoing agreement as such officers of said Ho-Chunk Nation, by its authority.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
My Commission is permanent  
or expires: \_\_\_\_\_

**THIS INSTRUMENT DRAFTED BY:**  
Thomas R. Casper, City Attorney, City of Beloit, 100 State Street, Beloit, WI 53511

EXHIBIT A TO RIGHT OF FIRST REFUSAL and REPURCHASE AGREEMENT

Legal Description of Property

Lot 2, Certified Survey Map, recorded August 24, 1988 at 4:54 P.M. in Volume 13, Pages 341- 344 of Certified Survey Maps of Rock County, Wisconsin, and on Card 363, Images 616-619, as Document #1077681, of Lot 1 of Certified Survey Map No. 974261 as recorded in Volume 11, Pages 272, 273 and 274 of Certified Survey Maps of Rock County, being also a part of the West 1/2 of the N.W. 1/4 of Section 32 and part of the East 1/2 of the N.E. 1/4 of Section 31, T. 1N., R.13E. of the 4th P.M., City of Beloit, Rock County, Wisconsin. Consisting of 32.4909 acres, more or less.

Tax Parcel Number: 23120500

AND

Lot 3, Certified Survey Map, recorded June 20, 1988 at 4:52 P.M., in Volume 13, Pages 268-270 1/2 of Certified Survey Maps of Rock County, Wisconsin, and on Card 354, Images 783-786, as Document #1073578, being part of the N.E. 1/4 of the S.E. 1/4 and part of the S.E. 1/4 , S.W. 1/4 and N.W. 1/4 of the S.E. 1/4 , being all a part of Section 31, T. 1N., R.13E of the 4th P.M., now City of Beloit, Rock County, Wisconsin. Consisting of 7.866 acres, more or less.

Tax Parcel Number: 23131200

AND

The following described parcel in the Town of Turtle, Rock County, Wisconsin is annexed to the City of Beloit: Part of the Northwest Quarter of Section 32, Township 1 North, Range 13 East of the Fourth Principal Meridian, Rock County, Wisconsin, described as follows: Commencing at an iron pin in the West line of section 32, T. 1N., R. 13E. of the 4th P.M., and in the center line of West Colley Road, said pin being 1353.0 feet North of the West Quarter corner of Section 32; thence North 89 degrees 54' East 1576.6 feet to an iron pin in the center line of West Colley Road; thence South 0 degrees 12' East 33.0 feet to an iron pin in the Southerly right-of-way line of West Colley Road for the place of beginning of this description; thence North 89 degrees 48' East along the Southerly right-of-way line of West Colley Road, 296.80 feet to an iron pin in the Northwesterly right-of-way line of Interstate Highway 90; thence South 38 degrees 57' West, along said Northwesterly right-of-way line of Intestate Highway 90, 470.10 feet to an iron pin; thence North 0 degrees 12' West, 364.55 feet to the place of beginning. Containing 54,099.22 square feet or 1.242 acres, more or less.

Tax Parcel Number: 23271100

Street Address: 2702 Colley Road