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4. HS Gym / Backboard Project (Information / Action)

1. Electrical Quote \$2,472
2. Vermiculite In-House Clean-up /Equipment Approximately \$750
3. CR Meyer \$7,246
4. Floor Refinishing Approximately \$6,000
5. New Lift Assembly – Price \$4,500 per Unit x 4 (Reuse Backboards & Rims)
6. Asbestos Report - None Found in Vermiculite
7. Divider Curtain - \$14,000

Action \_\_\_\_ Table \_\_\_\_

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5. Energy Efficiency Projects

Action \_\_\_\_ Table \_\_\_\_

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6. SY1617 Major Maintenance Project Summary

Action \_\_\_\_ Table \_\_\_\_

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7. SY1718 Maintenance Budget Planning

Action \_\_\_\_ Table \_\_\_\_

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8. Set Next Meeting Date \_\_\_\_\_

Chair: \_\_\_\_\_

Signature

Date: \_\_\_\_\_

Time: \_\_\_\_\_

# PROPERTY INSPECTION REPORT FOR:

**321 S. Bridge St.  
Manawa, WI 54949**



## **A CLOSER LOOK HOME INSPECTIONS, LLC**

Erik Mikkelsen- Owner

[appletonhomeinspector.com](http://appletonhomeinspector.com)

P.O. BOX 221  
KIMBERLY, WI 54136  
920.725.4995

## A CLOSER LOOK HOME INSPECTION REPORT

**CLIENT NAME:** Joe Kaczorowski.  
**INSPECTION SITE ADDRESS:** 321 S. Bridge St.  
**INSPECTION SITE CITY/STATE/ZIP:** Manawa, WI 54949.  
**DATE OF INSPECTION:** September 14, 2016.  
**TIME OF INSPECTION:** 3:30 PM.  
**INSPECTION #:** 321 S. Bridge St. Manawa.  
**REAL ESTATE AGENT:**  
**CLIENT MAILING ADDRESS:** 321 S. Bridge St.  
**CLIENT CITY/STATE/ZIP:** Manawa, WI 54949.  
**CLIENT PHONE #:**

### CLIMATIC CONDITIONS

**WEATHER:** Overcast.  
**SOIL CONDITIONS:** Dry.  
**APPROXIMATE OUTSIDE TEMPERATURE:** 60-70 Deg.

### BUILDING CHARACTERISTICS

**MAIN ENTRY FACES:** East.  
**APPROXIMATE AGE OF HOUSE:** 50 + years.  
**BUILDING TYPE:** Commercial.  
**STORIES:** 2 Story.  
**FOUNDATION:** Basement.

### UTILITY SERVICES

**WATER SOURCE:** Public.  
**SEWAGE DISPOSAL:** Public.  
**UTILITIES STATUS:** All utilities on.

### OTHER INFORMATION

**OCCUPIED:** Yes.  
**CLIENT PRESENT:** Yes.  
**PEOPLE PRESENT:** Buyer, Seller.

### PAYMENT INFORMATION

**TOTAL FEE:** \$450.00.

### REPORT DEFINITIONS

**SATISFACTORY** - Indicates the component is functionally consistent with its original purpose however may show signs of normal wear and tear and deterioration.

**MARGINAL** - Indicates the component will probably require repair or replacement anytime within the next five years.

**POOR** - Indicates the component will need repair or replacement now or in the near future.

### REPORT LIMITATIONS

This report is intended only as a general guide to help the client make his own evaluation of the overall condition of the home, and is not intended to reflect the value of the premises, nor make any representation as to the advisability of purchase. The report expresses the personal opinions of the inspector, based upon his visual impressions of the conditions that existed at the time of the inspection only. The inspection and report are not intended to be technically

exhaustive, or to imply that every component was inspected, or that every possible defect was discovered. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation was performed. All components and conditions which by the nature of their location are concealed, camouflaged or difficult to inspect are excluded from the report.

Systems and conditions which are not within the scope of the building inspection include, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials, and other environmental hazards; pest infestation, playground equipment, efficiency measurement of insulation or heating and cooling equipment, internal or underground drainage or plumbing, any systems which are shut down or otherwise secured; water wells (water quality and quantity) zoning ordinances; intercoms; security systems; heat sensors; cosmetics or building code conformity. Any general comments about these systems and conditions are informational only and do not represent an inspection.

The inspection report should not be construed as a compliance inspection of any governmental or non governmental codes or regulations. The report is not intended to be a warranty or guarantee of the present or future adequacy or performance of the structure, its systems, or their component parts. This report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the property and it should not be relied upon as such. Any opinions expressed regarding adequacy, capacity, or expected life of components are general estimates based on information about similar components and occasional wide variations are to be expected between such estimates and actual experience.

We certify that our inspectors have no interest, present or contemplated, in this property or its improvement and no involvement with tradespeople or benefits derived from any sales or improvements. To the best of our knowledge and belief, all statements and information in this report are true and correct.

Should any disagreement or dispute arise as a result of this inspection or report, it shall be decided by arbitration and shall be submitted for binding, non-appealable arbitration to Conflict Resolution Services, Inc. in accordance with its Construction Industry Arbitration Rules then obtaining, unless the parties mutually agree otherwise. In the event of a claim, the Client will allow the Inspection Company to inspect the claim prior to any repairs or waive the right to make the claim. Client agrees not to disturb or repair or have repaired anything which may constitute evidence relating to the complaint, except in the case of an emergency.

# ROOF

## GENERAL ROOF CONDITION

*ROOF VISIBILITY:*

All.



*INSPECTED FROM:*

Roof.

*STYLE:*

Flat/Low.

*PITCH:*

Flat.

*TYPE:*

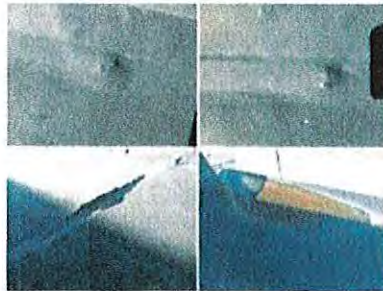
Rubber.

*APPROXIMATE AGE:*

10 years.

*ROOF COVERING CONDITION:*

Moss buildup is present. Seams are separating, and noted holes on rubber roof. A licensed roofing contractor should be called to make further evaluation and repairs as needed. (recommend sealing)



*ROOF FLASHING:*

Metal, Rubber.

*FLASHING CONDITION:*

Repair is recommend, A licensed roofing contractor should be called to make further evaluation and repairs as needed.



*VENTILATION SYSTEM:*

The ventilation system does not appear adequate for the size of the house. Recommend adding additional ventilation. Turbine.



*PLUMBING VENT:*

Present.

**CHIMNEY**

*LOCATION:*

Central.

*VIEWED FROM:*

Roof.

*MATERIAL:*

Brick.

*CONDITION:*

Deteriorated mortar joints. Recommend tuck pointing or rebuilding. Damaged noted to flue tiles. Recommend repair and further inspection prior to use.



**GUTTERS & DOWNSPOUTS**

*TYPE:*

Galvanized/Aluminum.

*CONDITION:*

Damage/Defects viewed. Leaking gutters at corner/joints recommend sealing. Missing downspouts. Recommend replacing. Extend downspouts away from the building a minimum of 5 to 6 feet.



This inspection is made on the basis of what is visible and accessible on the day of the inspection and is not a warranty of the roof system or how long it will be watertight in the future. Roof surfaces are walked-on where conditions permit without danger or roof damage, unless noted otherwise below. For an accurate cost on what repairs or replacement cost will be, a licensed and insured roofing contractor should be called. All roof coverings require periodic maintenance and should be visually inspected once a year. Buyers are encouraged to ask sellers about the history of roof service and the presence of any prior or current roof leaks, particularly where stains are noted. Roof mounted antennas or other accessories often loosen with age and should be checked periodically. Interiors of flues or chimneys are usually not visible and as such are not inspected.

# GROUNDS

## DRIVEWAY

*MATERIAL:*

Asphalt.



*CONDITION:*

Recommend filling cracks and sealing.

## SIDEWALKS

*MATERIAL:*

Concrete.

*CONDITION:*

Satisfactory.

## LANDSCAPING

*CONDITION:*

Maintained.

## EXTERIOR STAIRS/STOOPS

*MATERIAL:*

Concrete.

*CONDITION:*

Recommend tuckpointing.



## DECKS

*MATERIAL:*

Treated Wood.



*CONDITION:*

Handrails are loose. Recommend repair. Recommend installing handrails on steps. Some of the joist hangers are rusted through recommend replacement.



Proper water drainage must be controlled to maintain a dry basement. This is achieved by keeping gutters clean, extending downspouts at least 5 to 6 feet away from the building and maintaining a positive grade of the soil. A positive



grade of the soil consists of a 1 inch drop per foot for 5 to 6 feet away from the building. Where a negative grade exists additional backfill is recommended. In some instances it may be necessary to dig out and relandscape to achieve a positive grade. This inspection is not intended to address or include any geological conditions or site stability information. For information concerning these conditions, a geologist or soils engineer should be consulted. Any reference to grade is limited to only areas around the exterior of the exposed areas of foundation or exterior walls. This inspection is visual in nature and does not attempt to determine drainage performance of the site or the condition of any underground piping, including municipal water and sewer service piping or septic systems. Decks and porches are often built close to the ground, where no viewing or access is possible. These areas as well as others too low to enter, or in some other manner not accessible, are excluded from the inspection and are not addressed in the report. We routinely recommend that inquiry be made with the seller about knowledge of any prior foundation or structural repairs.

# EXTERIOR

## EXTERIOR

*SIDING MATERIAL:*

Brick.



*SIDING CONDITION:*

Damaged Siding - Recommend Repair. Water is making its way behind brick. Recommend tuckpointing or rebuilding. A qualified contractor should be called to make further evaluation and repairs as needed.



*WALL FRAMING:*

Not visible.

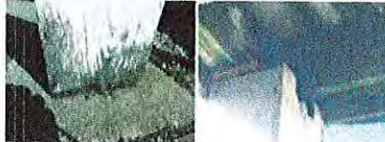
*TRIM MATERIAL:*

Wood, Brick.



*TRIM CONDITION:*

Recommend painting/staining. Recommend caulking cracks.



*SOFFIT AND FACIA MATERIAL:* Wood.

*SOFFIT AND FACIA CONDITION:* Damage noted - Recommend Repair, Some dry rot visible. Recommend repair.



*EXTERIOR WINDOW FRAMES:*

Wood.

*EXTERIOR WINDOWS  
CONDITION:*

Recommend painting/staining. Glazing compound is deteriorated recommend replacing.

*EXTERIOR DOORS*

Marginal, threshold is not secure, doors are starting to delaminate. Storage door will not secure.



*STORM WINDOWS:*

Wood.

*STORM WINDOW CONDITION:*

Glazing compound is deteriorated recommend replacing. Recommend painting/staining.

*CAULKING:*

Recommend around, utility penetrations,

*EXTERIOR FAUCET CONDITION:*

Faucets not tested, water is shut off to exterior faucets.

**MAIN ELECTRICAL SERVICE**

*ENTRANCE CABLES:*

Overhead.

*CONDITION:*

**Overhead wires are too close to garage roof, recommend calling power company to adjust.**

**ELECTRICAL FIXTURES & OUTLETS**

*SWITCHES/FIXTURES/OUTLETS  
:*

Non-Grounded outlet(s) present. Recommend grounding outlets. Exterior outlet missing waterproof cover (outlet on front of building), Cables inadequately attached or protected. Recommend properly securing.



**EXTERIOR BASEMENT ENTRANCE**

*ENTRY:*

Recommend installing a handrail on steps with three or more steps. Basement door entryway is constructed without a proper drain.

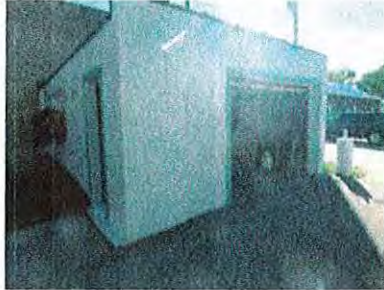


# GARAGE

**Garage:**

*GARAGE TYPE*

The garage is detached and free standing.



*Size of Garage:*

One car garage.

*OVERHEAD DOORS:*

There is a single overhead door.

*OVERHEAD DOOR HARDWARE CONDITION:*

There is a safety wire installed that will prevent the springs from swinging free when they fail. That could cause damage or injury. **Attention Needed** - The overhead door needs some minor repair.



*FLOOR CONDITION:*

To prevent further deterioration of the slab floor, it is recommended that the cracks be sealed.

*FLOOR DRAINS:*

It is recommended that the cracks be sealed.



*GARAGE ROOF CONDITION;*

Corners on garage roof are unsealed and open, a licensed roofing contractor should be called to make further evaluation and repairs as needed. (recommend sealing)



# GENERAL KITCHEN CONDITIONS

## KITCHEN UPPER

COUNTER TOPS:

Damage is noted.



CABINETS:

Satisfactory.

WALLS/CEILINGS:

Typical cracks are noted .

FLOORS:

Satisfactory.

HEAT SOURCE PRESENT:

Yes.

WINDOWS:

Dry rot noted on storm, Surface deterioration on window frames/sills. Doesn't want to sty up.



KITCHEN SINK:

An S-trap is found in the drainline under the sink. S-traps have a tendency to siphon out the liquid seal in the trap when a basin of water is emptied. They are no longer used in new construction and should be eliminated or a mechanical valve installed.

RANGE/COOK TOP AND OVEN:

Satisfactory.

## KITCHEN APPLIANCES

REFRIGERATOR:

Satisfactory.

MICROWAVE:

Present but not evaluated.

## ELECTRICAL

SWITCHES/FIXTURES/OUTLETS

Non-Grounded outlet(s) present. Recommend grounding outlets. **Electrical outlet(s) have reverse polarity. Recommend a licensed electrician repair.** Cables inadequately attached or protected. Recommend properly securing. **Open electrical splice(s). Recommend a licensed electrician repair.** (under sink)



Any inspection of appliances is informational only. Inspection of stand alone freezers and built-in ice makers are outside the scope of the inspection. No opinion is offered as to the adequacy of dishwasher operation. Ovens, self or continuous

cleaning operations, cooking functions, clocks, timing devices, lights and thermostat accuracy are not tested during this inspection. Appliances are not moved during the inspection. Portable dishwashers are not inspected, as they require connection to facilitate testing.

# LAUNDRY

## LAUNDRY LOWER.

LAUNDRY LOCATION:

1st floor area - Recommend "No Burst" washer hoses and drain pan.

LAUNDRY CONDITION:

Plumbing appears satisfactory.

LAUNDRY SINK:

Satisfactory.

CLOTHES WASHER:

Present but not evaluated.

CLOTHES DRYER:

Vent that is currently being used for dryers is not approved for dryers, recommend replacement.



## LAUNDRY UPPER

LAUNDRY LOCATION:

2nd. floor area- Recommend "No Burst" washer hoses and drain pan.

LAUNDRY CONDITION:

Plumbing appears satisfactory.

ADDITIONAL COMMENTS:

Door rubs needs adjustment. Surface deterioration on window frames/sills. Typical cracking noted in drywall, and moisture staining on ceiling.



CLOTHES WASHER:

Present but not evaluated.

CLOTHES DRYER:

Present but not evaluated.

## ELECTRICAL

SWITCHES/FIXTURES/OUTLETS Satisfactory.

Any inspection of appliances is informational only. Appliances are not moved during the inspection. Laundry appliances are not tested or moved during the inspection and the condition of any walls or flooring hidden by them cannot be judged. Drain lines and water supply valves serving washing machines are not operated. Water supply valves may be subject to leaking if turned. "No Burst" supply lines and drain pan are recommended when finished floors are present in/under area.



## INTERIOR ROOMS

### ROOM UPPER

*ROOM LOCATION:* Dining.  
*WALLS/CEILINGS:* Typical cracks are noted .  
*FLOORS:* Satisfactory.  
*HEAT SOURCE PRESENT:* Yes.  
*WINDOWS:* 3m film on windows, unable to test.  
*DOORS:* Missing.

### ROOM ELECTRICAL

*SWITCHES/FIXTURES/OUTLETS* Non-Grounded outlet(s) present. Recommend grounding outlets. Upper dining.  
 :

### ROOM

*ROOM LOCATION:* Living.  
*WALLS/CEILINGS:* Typical cracks are noted .  
*FLOORS:* Satisfactory.  
*HEAT SOURCE PRESENT:* Yes.  
*WINDOWS:* Satisfactory.  
*DOORS:* Satisfactory.

### ROOM ELECTRICAL

*SWITCHES/FIXTURES/OUTLETS* Non-Grounded outlet(s) present. Recommend grounding outlets. Upper living.  
 :

### MAIN FLOOR ROOMS

*ROOM LOCATION:* 1st Floor utility.  
*WALLS/CEILINGS:* Typical cracks are noted .  
*FLOORS:* Satisfactory.  
*HEAT SOURCE PRESENT:* Yes.  
*DOORS:* Satisfactory.

### ROOM ELECTRICAL

*SWITCHES/FIXTURES/OUTLETS* Some abandoned or disconnected wiring is found, Cables inadequately attached or protected. Recommend properly securing. 1st floor utility.  
 :



### ROOM

*ROOM LOCATION:* Nail room.  
*WALLS/CEILINGS:* Satisfactory.  
*FLOORS:* Satisfactory.  
*HEAT SOURCE PRESENT:* Yes.  
*DOORS:* Satisfactory.

### ROOM ELECTRICAL

*SWITCHES/FIXTURES/OUTLETS* Satisfactory.  
 :

### ROOM

*ROOM LOCATION:* 1st Floor tanning bed.  
*WALLS/CEILINGS:* Satisfactory.

FLOORS: Satisfactory.  
 HEAT SOURCE PRESENT: Yes.  
 DOORS: Satisfactory.

**ROOM ELECTRICAL**

SWITCHES/FIXTURES/OUTLETS Satisfactory.  
 :

**ROOM**

ROOM LOCATION: 1st Floor, East.  
 WALLS/CEILINGS: Typical cracks are noted .  
 FLOORS: Satisfactory.  
 HEAT SOURCE PRESENT: Yes.  
 WINDOWS: Satisfactory.  
 DOORS: Satisfactory.  
 ADDITIONAL COMMENTS: Both sinks are in satisfactory condition.

**ROOM ELECTRICAL**

SWITCHES/FIXTURES/OUTLETS Recommend installing GFCI outlets .  
 :

**SMOKE / FIRE DETECTOR**

SMOKE / FIRE DETECTOR: We suggest additional smoke detectors be installed in appropriate locations.

**CARBON MONOXIDE DETECTOR**

CO DETECTOR We suggest additional co detectors be installed in appropriate locations.

**BED ROOM #1**

ROOM LOCATION: 2nd Floor, North East.  
 WALLS/CEILINGS: Typical cracks are noted .  
 FLOORS: Flooring is buckled.  
 HEAT SOURCE PRESENT: Yes.  
 WINDOWS: 3m film on windows, unable to test.  
 DOORS: Satisfactory.

**ROOM ELECTRICAL**

SWITCHES/FIXTURES/OUTLETS Unable to access outlets.  
 :

**BED ROOM #2**

ROOM LOCATION: 2nd Floor, South East.  
 WALLS/CEILINGS: Satisfactory.  
 FLOORS: Satisfactory.  
 HEAT SOURCE PRESENT: Yes.  
 WINDOWS: Cracked Glass.  
 DOORS: Satisfactory.

**ROOM ELECTRICAL**

SWITCHES/FIXTURES/OUTLETS Non-Grounded outlet(s) present. Recommend grounding outlets. SE bedroom.  
 :

**INTERIOR/GENERAL**

INTERIOR WINDOWS/GLASS Surface deterioration on window frames/sills. Hardware missing or damaged. Cracked glass present.

Most small cracks at interior walls & ceilings are minor and should be considered as cosmetic flaws. Repair includes patching and caulking, then painting. Where practical, your inspector may use a moisture meter to determine the status of visible stained areas. Cosmetic items such as paint, wallpaper and other finish treatments, including carpeting and

window coverings, are not the subject of this inspection. Your inspector checks a representative number of doors, windows, electrical outlets and a representative number of installed cabinets during his inspection of the building interior. No effort is made to move occupants personal belongings, furniture, rugs, plants or ceiling tiles during the inspection. The presence of these items often restricts viewing at interior areas. The condition of walls behind wall coverings, paneling and furnishings cannot be judged. Only the general condition of visible portions of floors is included in this inspection. As a general rule, cosmetic deficiencies are considered normal wear and tear and are not reported. Determining the source of odors or like conditions is not a part of this inspection. Floor covering damage or stains may be hidden by furniture. The condition of floors underlying floor coverings is not inspected. Determining the condition of insulated glass windows is not always possible due to temperature, weather and lighting conditions. Check with owners for further information. All fireplaces should be cleaned and inspected on a regular basis to make sure that no cracks have developed. Large fires in the firebox can overheat the firebox and flue liners, sometimes resulting in internal damage.

## BATHROOMS

### BATHROOM UPPER

<i>BATH LOCATION:</i>	Main.
<i>CONDITION OF SINK:</i>	The following problems were noted at the drain: An S-trap is found in the drainline under the sink. S-traps have a tendency to siphon out the liquid seal in the trap when a basin of water is emptied. They are no longer used in new construction and should be eliminated or a mechanical valve installed.
<i>CONDITION OF TOILET:</i>	Satisfactory.
<i>TUB/SHOWER AND WALLS:</i>	Caulking and/or re-grouting is needed to prevent water intrusion.
<i>TUB/SHOWER PLUMBING FIXTURES:</i>	Satisfactory.
<i>HEAT SOURCE</i>	Present.
<i>WALLS AND CEILING</i>	Satisfactory.
<i>DOORS:</i>	Satisfactory.
<i>WINDOWS:</i>	Cracked Glass.

### BATH ELECTRICAL:

*SWITCHES/FIXTURES/OUTLETS* Electrical cover plate is missing. Recommend installing. And wiring is incorrect. (in hall closet)



### BATHROOM LOWER

<i>BATH LOCATION:</i>	Half.
<i>CONDITION OF SINK:</i>	Satisfactory.
<i>CONDITION OF TOILET:</i>	Satisfactory.
<i>HEAT SOURCE</i>	Present.
<i>WALLS AND CEILING</i>	Satisfactory.
<i>DOORS:</i>	Satisfactory.

### BATH ELECTRICAL:

*SWITCHES/FIXTURES/OUTLETS* Satisfactory.

It is very important to maintain all grouting and caulking in the bath areas. Very minor imperfections can allow water to get into the wall or floor areas and cause damage. Proper ongoing maintenance will be required in the future. Shower pans are visually checked for leakage, but leaks often do not show except when the shower is in actual use. Determining whether shower pans, tub/shower surrounds are water tight is beyond the scope of this inspection.

## ATTIC

### ATTIC, INSULATION AND VENTILATION

*ACCESS*

No attic present.

The attic space may not be fully accessible. Even in the most accessible of attics, not all areas are visible. It is beyond the scope of this inspection to determine if leaks are currently active. Inquire with the sellers as to the status of roof leaks. The inspection of insulation and ventilation is not technically exhaustive and does not employ the extensive use of advanced techniques, measurements, instruments, testing, calculations, or other means. Insulation and vapor retarders are not disturbed during the inspection. No effort is made to determine the indoor air quality. This determination is beyond the scope of a visual home inspection as it requires air sampling and analysis.

# FOUNDATION

## BASEMENT

*STAIRS & HANDRAILS:*

No handrails are installed. Recommend installing. Door going to basement rubs.



*ACCESSIBILITY:*

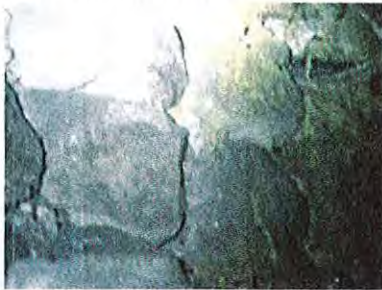
Basement is fully accessible.

*FOUNDATION WALL MATERIAL:*

Cut/Field Stone.

*FOUNDATION WALLS  
CONDITION:*

Deterioration noted to foundation walls is minor - monitor for increased deterioration - have evaluated if this occurs. Satisfactory. Typical cracks present.



## INSIDE VISUAL INSPECTION:

*WALLS AT THIS TIME WERE:*

Unfinished.

*MOISTURE*

Evidence of prior water stains are present.

*BASEMENT FLOOR MATERIAL:*

Concrete.

*FLOOR CONDITION:*

Recommend removing boards where toilet was and filling it in with concrete.



*SUMP PUMP:*

None.

*FLOOR JOISTS:*

Wood. Size, 2 x 10 16" O.C.

*FLOOR JOISTS CONDITION:*

Components appear satisfactory.

*BEAMS AND COLUMNS:*

Wood Beam, Metal Post.

*BEAMS AND COLUMNS  
CONDITION:*

Post is not properly secured.



**DRAINAGE:**

A floor drain is present.

**SWITCHES/FIXTURES/OUTLETS**  
:

Cables inadequately attached or protected. Recommend properly securing. Some abandoned or disconnected wiring is found.



The above opinion is based on an inspection of the visible portion of the foundation and structural components. Masonry foundation walls commonly develop minor settlement or shrinkage cracks over time, and should be tuckpointed or caulked as part of ongoing maintenance. Major cracks should be evaluated by a qualified professional. Periodic entry of ground water should be expected at basement walls during times of prolonged rainfall. As a first attempt to remedy, check the grading and water runoff around the perimeter of the house for needed improvements. Areas hidden from view by finished walls or stored items can not be judged and are not a part of this inspection. Minor cracks are typical in many foundations and most do not represent a structural problem. If major cracks are present along with displacement, we routinely recommend further evaluation be made by a qualified structural engineer. All exterior grades should allow for surface and roof water to flow away from the foundation. All concrete floor slabs experience some degree of cracking due to shrinkage in the drying process. In most instances floor coverings prevent recognition of cracks or settlement in all but the most severe cases. Where carpeting and other floor coverings are installed, the materials and condition of the flooring underneath cannot be determined. Caulking with a high quality caulk is often recommend around exterior openings/penetrations. This report is not intended as a termite/pest inspection. We recommend you obtain the services of a licensed pest control operator to determine the presence of any termite/pest infestation. Your inspector probes a representative number of structural components where deterioration is suspected or where clear indications of possible deterioration exist. Probing is not required when probing would damage any finished surface or where no deterioration is visible. This report is not intended to provide any engineering or architectural service or to offer an opinion as to the adequacy of any structural system or component.

## CRAWL SPACE REPORT

### CRAWL SPACE

#### ACCESSIBILITY:

The crawl space was not accessible - no evaluation of this area is possible.

The above opinion is based on an inspection of the visible portion of the foundation and structural components. Masonry foundation walls commonly develop minor settlement or shrinkage cracks over time, and should be tuckpointed or caulked as part of ongoing maintenance. Major cracks should be evaluated by a qualified professional. Periodic entry of ground water should be expected at basement walls during times of prolonged rainfall. As a first attempt to remedy, check the grading and water runoff around the perimeter of the house for needed improvements. Areas hidden from view by finished walls or stored items can not be judged and are not a part of this inspection. Minor cracks are typical in many foundations and most do not represent a structural problem. If major cracks are present along with displacement, we routinely recommend further evaluation be made by a qualified structural engineer. All exterior grades should allow for surface and roof water to flow away from the foundation. All concrete floor slabs experience some degree of cracking due to shrinkage in the drying process. In most instances floor coverings prevent recognition of cracks or settlement in all but the most severe cases. Where carpeting and other floor coverings are installed, the materials and condition of the flooring underneath cannot be determined. Caulking with a high quality caulk is often recommend around exterior openings/penetrations. This report is not intended as a termite/pest inspection. We recommend you obtain the services of a licensed pest control operator to determine the presence of any termite/pest infestation. Your inspector probes a representative number of structural components where deterioration is suspected or where clear indications of possible deterioration exist. Probing is not required when probing would damage any finished surface or where no deterioration is visible. This report is not intended to provide any engineering or architectural service or to offer an opinion as to the adequacy of any structural system or component.



# PLUMBING

## PLUMBING SYSTEM

*MAIN ENTRY LINE LOCATION*

Water meter/shut-off is located.



*MAIN ENTRY LINE MATERIAL:*

Copper.

*MAIN ENTRY LINE CONDITION:*

Satisfactory.

*SUPPLY LINE MATERIAL:*

Copper, Galvanized.

*SUPPLY LINE CONDITION:*

Satisfactory.

*WASTE, DRAIN & VENT MATERIAL:*

Cast Iron.

*WASTE, DRAIN & VENT CONDITION:*

Rust/Corrosion noted/Blistering occurring monitor for future leakage. Lines not fully visible, on old toilet drain.



## WATER HEATER

*BRAND NAME:*

Richmond.



*APPROX. AGE:*

1992.

*TYPE:*

Gas.

*SIZE:*

30 Gallons.

*LOCATION:*

Basement.

*CONDITION:*

Pressure relief valve drain pipe is missing or ends prematurely. Recommend installing.



*VENTING:* Satisfactory.

*FUEL SHUT OFF VALVE LOCATION:* The fuel shut off valve is located on the gas line next to water heater.

*FUEL LINE CONDITION:* Satisfactory.

**WATER HEATER #2**

*BRAND NAME:* US Craftmaster.



*APPROX. AGE:* 2012.

*TYPE:* Gas.

*SIZE:* 40 Gallons.

*LOCATION:* Basement.

*CONDITION:* Satisfactory.

*VENTING:* Satisfactory.

*FUEL SHUT OFF VALVE LOCATION:* The fuel shut off valve is located on the gas line next to water heater.

*FUEL LINE CONDITION:* Satisfactory.

Water quality or hazardous materials (lead) testing is available from local testing labs. All underground piping related to water supply, waste, or sprinkler use are excluded from this inspection. Leakage or corrosion in underground piping cannot be detected by a visual inspection. The temperature pressure relief valve, at the upper portion of the water heater, is a required safety valve which should be connected to a drain line of proper size terminating just above floor elevation. If no drain is located in the floor a catch pan should be installed with a drain extending to a safe location. The steam caused by a blow-off can cause scalding. Improper installations should be corrected.

# HEATING & AIR CONDITIONING

## HEATING SYSTEM #1

*BRAND NAME:*

Weatherking.



*APPROXIMATE AGE IN YEARS:*

2007.

*LOCATION:*

Basement.

*SYSTEM TYPE:*

Forced Air.

*FUEL TYPE:*

Natural Gas.



*FUEL CONDITION:*

**Gas Leak noted. Recommend a licensed heating contractor evaluate and repair as needed.**



*SHUT OFF LOCATION:*

The fuel shut off valve is located on the gas line next to the furnace .

*GENERAL CONDITION:*

Cables inadequately attached or protected. Recommend properly securing. (wiring for furnace)

*BURNERS/HEAT EXCHANGERS:*

Not accessable. The heat exchanger portion of a gas or oil fired heater is difficult to access without disassembly, and cannot be adequately checked during a visual inspection.

*COMBUSTION AIR:*

Vent installed in cold air return recommend removing and sealing.



*VENTING:*

The vent pipe is not properly pitched . Recommended repair .



*PUMP/BLOWER FAN:*

Satisfactory.

*AIR FILTERS:*

Satisfactory.

*CONTROLS:*

Satisfactory.

**DUCTWORK**

*TYPE:*

Sheet metal.

*DUCTS/AIR SUPPLY:*

Rust noted.



**EXTERIOR CENTRAL AIR CONDITIONING UNIT #1**

*CONDITION:*

Satisfactory.

*BRAND NAME:*

Weatherking.



*APPROX. AGE IN YEARS:*

2007.

**AIR CONDITIONING**

*TYPE:*

Central air.

*CONDITION:*

Satisfactory.

RETURN AIR TEMPERATURE: 69.  
 SUPPLY AIR TEMPERATURE: 50.  
 AIR TEMPERATURE DROP: 19.  
 SYSTEM CONDITION: Satisfactory.  
 CONDENSATE LINE: Satisfactory.

**EXTERIOR CENTRAL AIR CONDITIONING/HEATING UNIT #2**

CONDITION: Damage/Deterioration noted, to compressor fins.



BRAND NAME: Mitsubishi.



APPROX. AGE IN YEARS: 2009ish.

**AIR CONDITIONING**

TYPE: Central air.

CONDITION: Cables inadequately attached or protected. Recommend properly securing. Unable to test, could not find remote.



The best preventative maintenance for heating systems is a yearly clean and tune and regular cleaning or changing of air filters, at least every 30 to 90 days. Heat exchangers contained in most forced air type systems require annual inspection by factory trained personnel who can test for the presence of damage and/or dangerous fumes in the heated air supply. Make inquiry with the seller to insure the heating equipment has been inspected within the last year and obtain another service call if the written results of the last inspection are not available. The inspector is not equipped to inspect furnace heat exchangers for evidence of cracks or holes, as this can only be done by dismantling the unit. This is beyond the scope of this inspection. Some furnaces are designed in such a way that inspection is almost impossible. The inspector can not light pilot lights. Safety devices are not tested by the inspector.

NOTE: Asbestos materials have been commonly used in heating systems. Determining the presence of asbestos can ONLY be preformed by laboratory testing and is beyond the scope of this inspection. Thermostats are not checked for calibration or timed functions. Adequacy, efficiency or the even distribution

of air throughout a building cannot be addressed by a visual inspection. This inspection report is not intended to address the condition of specialized system components such as humidifiers or dehumidifiers, electronic air filters and solar space heating systems, due to their technical nature. The inspector does not perform pressure tests on coolant systems, therefore no representation is made regarding coolant charge or line integrity. Subjective judgment of system capacity is not a part of the inspection. Normal service and maintenance is recommended on a yearly basis. Determining the condition of oil tanks, whether exposed or buried, is beyond the scope of this inspection. Leaking oil tanks represent an environmental hazard which is sometimes costly to remedy. We offer no opinion on heating supply adequacy or distribution balance of air flow, as both are subjective measures.

# ELECTRICAL SYSTEM

## MAIN ELECTRICAL PANEL

MAIN PANEL LOCATION:

Utility Area.



TYPE:

Circuit breakers.

MAIN WIRE:

Aluminum.

AMPERAGE:

100 amps.

VOLTS:

220 Volt.

BRANCH WIRING:

Copper.

CONDITION:

**Over fusing at main panel. (fuse or breaker size is too large for wire size) Recommend a licensed electrician evaluate and repair as needed.** Knock-outs missing at panel. Recommend installing knock-out covers.

## SUBPANEL

SUBPANEL #1 LOCATION:

Basement.

SUB PANEL COMMENTS:

Knock-outs missing at panel. Recommend installing covers. Multiple neutral wires are connected to a single lug on the buss bar where only one wire should be connected. Recommend a licensed electrician evaluate and repair as needed. **Neutral and ground are not separated. Recommend a licensed electrician separate.** Multiple wires are connected to a single lug on a circuit breaker where only one wire should be connected. Recommend a licensed electrician evaluate and repair as needed. Sub-panel has fuses not breakers.

## MAIN ELECTRICAL PANEL #2

MAIN PANEL LOCATION:

Utility Area.



TYPE:

Circuit breakers.

MAIN WIRE:

Aluminum.

AMPERAGE:

100 amps.

VOLTS:

220 Volt.

BRANCH WIRING:

Copper.

CONDITION:

Multiple neutral wires are connected to a single lug on the buss bar where only one wire should be connected. Recommend a licensed electrician evaluate and repair as needed.

**Over fusing at main panel. (fuse or breaker size is too large for wire size) Recommend a licensed electrician evaluate and repair as needed.**

Any electrical repairs attempted by anyone other than a licensed electrician should be approached with caution. For safety reasons Ground Fault Circuit Interrupter (GFCI) electrical outlets are recommended at the exterior, garage, bath rooms & kitchen electrical outlets. Personal property may prevent access and testing to some electrical outlets and switches. Operation of time clock motors is not tested. Inoperative light fixtures often lack bulbs or have burned out bulbs installed. Light bulbs are not changed during the inspection. Smoke Alarms and Carbon Monoxide detectors should be installed within 15 feet of all bedroom doors, and tested regularly. Any ceiling fans are checked for general operation only. Security alarm systems and their components are not addressed by this inspection. We recommend you consult with the alarm monitoring company for further information.



## ELECTRICAL SYSTEMS

**ELECTRICAL:**

*Garage:*

Cables inadequately attached or protected. Recommend properly securing.



# REPORT SUMMARY

*This document is provided for the benefit of the client(s) and does not constitute a report. Items listed in this report may inadvertently have been left out of the summary page. The customer should read the entire report.*

## SAFETY HAZARDS

### GROUPS

#### DECKS

##### *CONDITION:*

Handrails are loose. Recommend repair. Recommend installing handrails on steps.

### EXTERIOR

#### MAIN ELECTRICAL SERVICE

##### *CONDITION:*

**Overhead wires are too close to garage roof, recommend calling power company to adjust.**

#### ELECTRICAL FIXTURES & OUTLETS

##### *SWITCHES/FIXTURES/OUTLETS:*

Non-Grounded outlet(s) present. Recommend grounding outlets. Exterior outlet missing waterproof cover (outlet on front of building), Cables inadequately attached or protected. Recommend properly securing.

### GARAGE

#### Garage:

##### *OVERHEAD DOOR HARDWARE CONDITION:*

There is a safety wire installed that will prevent the springs from swinging free when they fail. That could cause damage or injury.

### GENERAL KITCHEN CONDITIONS

#### ELECTRICAL

##### *SWITCHES/FIXTURES/OUTLETS:*

Non-Grounded outlet(s) present. Recommend grounding outlets. **Electrical outlet(s) have reverse polarity. Recommend a licensed electrician repair.** Cables inadequately attached or protected. Recommend properly securing. **Open electrical splice(s). Recommend a licensed electrician repair.** (under sink)

### INTERIOR ROOMS

#### ROOM ELECTRICAL

##### *SWITCHES/FIXTURES/OUTLETS:*

Non-Grounded outlet(s) present. Recommend grounding outlets. Upper dining.

ROOM ELECTRICAL

SWITCHES/FIXTURES/OUTLETS:

Non-Grounded outlet(s) present. Recommend grounding outlets. Upper living.

ROOM ELECTRICAL

SWITCHES/FIXTURES/OUTLETS:

Some abandoned or disconnected wiring is found, Cables inadequately attached or protected. Recommend properly securing. 1st floor utility.

BED ROOM SE

WINDOWS:

Cracked Glass.

ROOM ELECTRICAL

SWITCHES/FIXTURES/OUTLETS:

Non-Grounded outlet(s) present. Recommend grounding outlets. SE bedroom.

**BATHROOMS**

BATHROOM UPPER

WINDOWS:

Cracked Glass.

BATH ELECTRICAL:

SWITCHES/FIXTURES/OUTLETS:

**Electrical cover plate is missing. Recommend installing.** And wiring is incorrect. (in hall closet)

**FOUNDATION**

BASEMENT

STAIRS & HANDRAILS:

No handrails are installed. Recommend installing.

INSIDE VISUAL INSPECTION:

SWITCHES/FIXTURES/OUTLETS:

Cables inadequately attached or protected. Recommend properly securing. Some abandoned or disconnected wiring is found.

**PLUMBING**

WATER HEATER

CONDITION:

**Pressure relief valve drain pipe is missing or ends prematurely. Recommend installing.**

**HEATING & AIR CONDITIONING**

HEATING SYSTEM #1

FUEL CONDITION:

**Gas Leak noted. Recommend a licensed heating contractor evaluate and repair as needed.**

*GENERAL CONDITION:*

Cables inadequately attached or protected. Recommend properly securing. (wiring for furnace)

*VENTING:*

The vent pipe is not properly pitched . Recommended repair .

AIR CONDITIONING

*CONDITION:*

Cables inadequately attached or protected. Recommend properly securing.

**ELECTRICAL SYSTEM**

MAIN ELECTRICAL PANEL

*CONDITION:*

**Over fusing at main panel. (fuse or breaker size is too large for wire size) Recommend a licensed electrician evaluate and repair as needed.** Knock-outs missing at panel. Recommend installing knock-out covers.

SUBPANEL

*SUB PANEL COMMENTS:*

Knock-outs missing at panel. Recommend installing covers. Multiple neutral wires are connected to a single lug on the buss bar where only one wire should be connected. Recommend a licensed electrician evaluate and repair as needed. **Neutral and ground are not separated. Recommend a licensed electrician separate.** Multiple wires are connected to a single lug on a circuit breaker where only one wire should be connected. Recommend a licensed electrician evaluate and repair as needed. Sub-panel has fuses not breakers.

MAIN ELECTRICAL PANEL #2

*CONDITION:*

Multiple neutral wires are connected to a single lug on the buss bar where only one wire should be connected. Recommend a licensed electrician evaluate and repair as needed. **Over fusing at main panel. (fuse or breaker size is too large for wire size) Recommend a licensed electrician evaluate and repair as needed.**

**ELECTRICAL SYSTEMS**

ELECTRICAL:

*Garage:*

Cables inadequately attached or protected. Recommend properly securing.

## MAJOR CONCERNS

### ROOF

#### GENERAL ROOF CONDITION

##### *ROOF COVERING CONDITION:*

Seams are separating, and noted holes on rubber roof. A licensed roofing contractor should be called to make further evaluation and repairs as needed. (recommend sealing)

##### *FLASHING CONDITION:*

Repair is recommend, A licensed roofing contractor should be called to make further evaluation and repairs as needed.

#### CHIMNEY

##### *CONDITION:*

Deteriorated mortar joints. Recommend tuck pointing or rebuilding. Damaged noted to flue tiles. Recommend repair and further inspection prior to use.

### EXTERIOR

#### EXTERIOR

##### *SIDING CONDITION:*

Damaged Siding - Recommend Repair. Water is making its way behind brick. Recommend tuckpointing or rebuilding. A qualified contractor should be called to make further evaluation and repairs as needed.

##### *SOFFIT AND FACIA CONDITION:*

Damage noted - Recommend Repair, Some dry rot visible. Recommend repair.

### GARAGE

#### Garage:

##### *GARAGE ROOF CONDITION;*

Corners on garage roof are unsealed and open, a licensed roofing contractor should be called to make further evaluation and repairs as needed. (recommend sealing)

### GENERAL KITCHEN CONDITIONS

#### KITCHEN UPPER

##### *KITCHEN SINK:*

An S-trap is found in the drainline under the sink. S-traps have a tendency to siphon out the liquid seal in the trap when a basin of water is emptied. They are no longer used in new construction and should be eliminated or a mechanical valve installed.

### BATHROOMS

#### BATHROOM UPPER

##### *CONDITION OF SINK:*

The following problems were noted at the drain: An S-trap is found in the drainline under the sink. S-traps have a tendency to siphon out the liquid seal in the trap when a basin of water is emptied. They are no longer used in new construction and should be eliminated or a

mechanical valve installed.

## ITEMS NOT OPERATING

### INTERIOR ROOMS

#### SMOKE / FIRE DETECTOR

#### *SMOKE / FIRE DETECTOR:*

We suggest additional smoke detectors be installed in appropriate locations.

#### CARBON MONOXIDE DETECTOR

#### *CO DETECTOR*

We suggest additional co detectors be installed in appropriate locations.

## DEFERRED COST ITEMS

### PLUMBING

#### WATER HEATER

#### *APPROX. AGE:*

1992.

**A CLOSER LOOK HOME INSPECTIONS LLC  
THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT  
PLEASE READ IT CAREFULLY**

Client: Joe Kaczorowski

Address: 321 S. Bridge St. Manawa, WI 54949 Inspection Fee:\$450.00 Radon Fee:

**1. Purpose and Scope:** The object of this inspection is to provide a professional, good faith opinion of the apparent condition of structures and systems of the residential real estate described above, on the date and the time of observation. The inspection and report will conform to current Standards of Practice set forth in Wisconsin State Statute 440.975 and SPS 131 Subchapter IV of the Wisconsin Administrative Code. Home inspection is an activity that is regulated in Wisconsin, and so this contract will refer to sections of Wisconsin law that affect this contract. The inspection is designed and intended to detect observable conditions of an improvement to residential real property, subject to certain limitations. The inspection will cover all areas as required under Wisconsin State Statute 440.975 and SPS 131 Subchapter IV of the Wisconsin Administrative Code.

**The inspection is not technically exhaustive.** This inspection does not cover any latent defects or defects not reasonably observable during the inspection, including but not limited to, recent repairs, paint or covering that may conceal current or prior defects, whether deliberately concealed or otherwise. The inspection will not and cannot alert Inspector or the Client to conditions of the structure that are concealed, not readily accessible, or would require cleaning, alteration, excavation, or destructive testing. The Client understands that the Inspector will not dig, probe, dismantle equipment, or remove permanent materials or items that would be damaged by such, nor will Inspector enter unsafe or inaccessible areas to perform the inspection. Other limitations encountered during the inspections may be noted in the report itself.

**2. Exclusions and Limitations:** The following areas are excluded from the inspection under this contract:

- Calculating the strength, adequacy or efficiency of an improvement to residential real property or a component of an improvement to residential real property;
- Entering any area or performing any procedure that may damage an improvement to residential real property or a component of an improvement to real property, or entering any area or performing any procedure that may be dangerous to the home inspector or other persons;
- Operating any component of an improvement to residential real property that is inoperable;
- Operating any component of an improvement to residential real property that does not respond to normal operating controls;
- Disturbing insulation or moving personal items, furniture, equipment, vegetation, soil, snow, ice, or debris that obstructs access to or visibility of an improvement to residential real property;
- Determining the effectiveness of a component of an improvement to residential real property;
- Predicting future conditions, including the failure of a component of an improvement to residential real property;
- Projecting or estimating the operating costs of a component of an improvement to residential real property;
- Evaluating acoustic characteristics of a component of an improvement to residential real property;
- Inspecting for the presence or absence of pests, including rodents, insects and wood damaging organisms;
- Inspecting cosmetic items, underground items, or items not permanently installed;
- Inspecting for the presence of any hazardous substances;
- Disassembling any component of an improvement to residential real property, except for removing access panel that is normally removed by an occupant of real property.

The inspection also excludes opinions on:

- The life expectancy of an improvement;
- Causes for needing major repairs;
- The methods, materials, or cost of making repairs or corrections;
- The suitability of improvements or components of improvements for a specialized use;
- The presence of mold, the type of mold, potential locations of mold or effects of mold.

The Client agrees that the purpose of this home inspection is an attempt to prevent Client from incurring unnecessary or unexpected costs to repair the building. The purpose of the home inspection is not to reduce the risk or likelihood of personal or bodily injury. Client therefore agrees not to sue inspector for bodily or personal injury.

**3. Warranty:** *No warranties or guarantees are expressed or implied as a result of this inspection.* The inspection report is valid only for the day and time of the inspection; building systems can develop problems at the most unexpected times or even on the day of the inspection. The Inspector is providing no guarantee or warranty. The Client recognizes that there is NO REPRESENTATION OF WARRANTY OR GUARANTEE OF EXPECTED OR REMAINING FUTURE LIFE FOR ITEMS INSPECTED. The inspection and report is not an insurance policy. Client agrees to arrange the purchase of such insurance policy from others if Client so desires.

**4. Confidential Agreement:** Client agrees not to provide inspection report to any third party without the permission of the Inspector. In the event that Client provides home inspection report to a third party without the permission of the Inspector and the third party relies on the inspection report, Client agrees to indemnify and hold harmless Inspector from any claims made by the third party against the Inspector and for all reasonable attorney's fees incurred in defending said claims.

**5. Dispute Resolution Forum:** Inspector and Client (and any other person claiming to have relied upon the inspection report) specifically agree that any controversy or claim arising out of or relating to the inspection or other services provided under this contract, or breach thereof, including any negligence, tort or other claims, against the person who performed the inspection, shall be resolved exclusively by arbitration in accordance with the Wisconsin Association of Home Inspectors (WAHI) Dispute Resolution Program, as in effect on the date such controversy or claim arises, which is currently administered by Resolute Systems, Inc., subject to the applicable Wisconsin Statutes and the Administrative Rules. Notwithstanding the foregoing, Client retains the right to report home inspection problems to the Wisconsin Department of Safety and Professional Services. Information about the WAHI Dispute Resolution Program, including costs, fees, Rules and Procedures are available through:

**Resolute Systems, Inc.**

1661 N. Water St., Suite #501, Milwaukee, WI 53202

Phone: (414) 276-4774, ext. 124 Toll-free: (800) 776-6060, ext. 124 Fax: (414) 270-0932

Email address: [info@ResoluteSystems.com](mailto:info@ResoluteSystems.com)

If the Client feels that there was some deficiency or flaw in the inspection, he shall immediately contact the Inspector and schedule a meeting at the property before performing any repairs. The purpose of this meeting is to discuss the problem and to allow the Inspector a chance to observe the problem firsthand, as it was discovered, without alteration or repair. **If you have a problem with the inspection, call the Inspector right away.** Performing repairs before the Inspector has an opportunity to review the problem could affect your legal rights. Client agrees to pay the reasonable attorney fees and costs incurred by Inspector (or the person performing the inspection on behalf of the Inspector) to enforce this provision.

**6. Governing Law and Severability of Provisions:** Wisconsin law shall govern this agreement. If any term or condition of this agreement is held to be invalid or unenforceable, the remainder of the terms and conditions herein shall not be affected thereby and shall remain valid and enforceable. Titles to paragraphs are for reference only.

**7. Entire Agreement:** This Agreement contains the entire understanding between the Inspector and the Client. There are no other representations, warranties, or commitments, expressed or implied, except as are specifically set forth herein. This Agreement supersedes any and all representation or discussion, whether oral or written, if any, among the parties relating to the subject matter of this Agreement. This Agreement may be modified, altered or amended only by a writing signed by the Inspector and the Client

I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above. By signing contract below seller/buyer agrees to allow A Closer Look Home Inspections, llc to use any pictures taken during inspection for website or any other type of advertising.

Dated \_\_\_\_\_ Signature of Client \_\_\_\_\_

(One signature binds all)

Dated \_\_\_\_\_ A Closer Look Home Inspection, LLC *Erik Mikkelsen*



## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between JOE S. KACZOROWSKI, hereinafter referred to as "Lessor", and MANAWA SCHOOL DISTRICT, hereinafter referred to as "Lessee";

### WITNESSETH:

1. PREMISES: The Lessor hereby leases to Lessee and Lessor warrants that it has the ability to lease for the term hereof and Lessee hereby leases from Lessor on the terms and conditions hereby set forth the following property:

**(Insert Legal description from the deed)**

**Approximately 1250 square feet, including....**

More fully described as 321 South Bridge Street, Manawa, Wisconsin.

2. TERM AND COMMENCEMENT DATE; OPTION TO RENEW:

2.1. Term, The initial Term of this Lease shall be for **Two (2) years**, commencing on August 1, 2018, and expiring on July 31, 2020 unless sooner cancelled or terminated as hereinafter provided.

**2.2. Option. So long as Lessee is current in all payments provided for in this Lease, Lessee shall have the option to renew this Lease upon the same terms and conditions, for one (1) three (3) year term. So long as Lessee is current in all payments provided for in this Lease at the conclusion of the first three (3) year extension, Lessee shall have the option to renew this Lease upon the same terms and conditions for two (2) additional one (1) year Terms. Lessee shall notify Lessor of the exercise of such option, in writing, not less than sixty (60) days before the end of each Lease Term.**

3. RENT

3.1. Lessee agree to pay Lessor initial rent in the sum of Seven Hundred and Fifty Dollars (\$750.00) per month, due on the 1st day of each consecutive month, commencing August 1, 2017. Failure to pay full rent on or before the third (3<sup>rd</sup>) day of each month shall result in a fee of \$50.00.

**3.2. Each year such rental shall be increased on the anniversary of the initial term and any additional term of this lease, by a sum equal to the proportion that the Appleton, Wisconsin CPI has increased over the previous year, but not less than a three percent (3%) rent increase each year.**

3.3 In addition to the foregoing rental payments, Lessee shall pay as additional rent all other payments required hereunder to be paid to or on behalf of Lessor, in the manner herein

prescribed; such rent or other payments to be made at the addresses specified for notices to Lessor or at such other address as my form time to time be designated by Lessor in writing.

4. **USE OF PREMISES:** Lessee shall use the premises as office support for the Manawa School District; this shall include secretarial, administrative and other routine office functions, but it is not anticipated that there will be any routine overnight occupancy of the premises.

5. **UTILITIES:** Lessee shall, at its own cost and expense, be solely responsible for and promptly pay any and all charges for gas, heat, electricity, water and sewer, janitorial service, and any other utilities or services used upon or furnished to the LEASED PREMISES commencing as of the date of signing of this Lease. SNOW PLOW, LAWN CARE

6. **COMMON AREAS.** Lessee shall pay to Lessor as additional rent Lessee's proportionate share of the cost of managing, operating, lighting, landscaping, painting, cleaning, snow removal, policing, insuring, repairing, supplying, equipping, replacement and properly maintaining all areas, facilities, signs, fixtures, improvements and buildings comprising the Shopping Center and all other areas, facilities, equipment, easement areas, fixtures and buildings used in connection with the maintenance and operation of the Shopping Center.

7. **GLASS BREAKAGE:** Lessee shall, at its own cost and expense, promptly replace with glass of the same quality, any broken glass in exterior and interior windows and doors in or upon the Leased Premises, including plate glass, if the cause of any broken glass is the result of the negligence of Lessee, its servants, employees, agents or invitees.

8. **TAXES:** Lessee shall pay to Lessor as additional rent its proportionate share of all real property taxes, assessments (and water and sewer use, fire inspections and other similar charges which may be included as part of the tax bill and not separately billed to the Lessor), and/or special assessments which may be levied or assessed by any lawful authority for each calendar or partial calendar year during the term hereof against the land, buildings and other improvements from time to time comprising the premises.

Lessee's proportionate share of all such real property, taxes, assessments and charges during the term hereof shall be paid in advance in estimated monthly installments on the commencement date and on the first day of each calendar month thereafter during the term in amounts projected by the Lessor to be equal to 1/12 of Lessee's annual obligation for such taxes and assessments. After receipt by Lessor of each annual billing from the taxing authority, Lessor shall furnish Lessee with a statement of the actual amount of Lessee's proportionate share of such taxes and assessments for the year in question, together with a copy of the bill from the taxing authority. Within 15 days after rendition of each such statement to Lessee by Lessor, Lessee shall pay to Lessor or Lessor shall credit to the obligations of Lessee, the difference between the estimated payments actually made by Lessee for the year in question and Lessee's correct proportionate share of such taxes and assessments for such year is shown on such statement.

9. BANKRUPTCY OR INSOLVENCY: If at any time during the term hereof, proceedings in bankruptcy shall be instituted by either of or against the Lessee which result in an adjudication of bankruptcy, or if Lessee shall file, or any creditor of Lessee shall file, or any other person or persons shall file any petition under any Chapter of the Bankruptcy Act of the United States of America, as the same are now in force or may hereafter be amended, and from same Lessee be adjudicated bankrupt, or if a receiver of the business or assets of Lessee be appointed and such appointment not be vacated within sixty (60) days after notice thereof to Lessor, or the Lessee makes an assignment for the benefit of creditors, or any sheriff, marshal, constable or keeper take possession thereof by virtue of any attachment or execution proceedings and offer same for sale publicly, then Lessor may, at its option, in either or any of such events, immediately take possession of the Leased Premises and terminate this lease. Upon such possession by Lessor, all installments of rent earned to the date of possession and unpaid shall at once become due and payable, and in addition thereto, Lessor shall have all rights provided by general law, equity and by the bankruptcy laws relative to the proof of claims on an anticipatory breach of an executory contract. These provisions shall apply to either or both of the Lessees.

**10. REPAIRS, MAINTENANCE AND UPKEEP: Except as hereinafter set forth, Lessee will not be responsible for the upkeep, repairs or maintenance of the heating, air conditioning unit, plumbing and electrical unless directly caused by the negligence or affirmative act of the Lessee, its agents, employees or customers. In the Spring and Fall of each year, Lessee, at Lessee's expense, shall have the heating and air conditioning systems (HVAC) cleaned, serviced and tuned up by a qualified contractor. The cost of any repairs to the HVAC system over and above the cost of such cleaning, servicing and tune up shall be paid by Lessor. Lessor shall be responsible to make all necessary structural repairs and maintenance to the exterior and structural elements of the Leased Premises, except for maintenance and repair Lessee has agreed to make under this lease agreement or damages caused by Lessee, its employees, agents or customers. Structure shall mean and be restricted to the roof, walls and the foundation. In the event Lessee fails or neglects to make the necessary repairs or maintenance, or fails in any respect to comply with the provisions herein contained related to Lessee's responsibility to repair and maintain the Leased Premises, or in the event Lessee fails or neglects to comply with any other of the provisions relating to the condition, maintenance and use of the Leased Premises, then Lessor may make all necessary repairs and maintenance and perform any of the other provisions and the sum so expended by Lessor shall be payable by Lessee forthwith and collectible as so much additional rent, with the same remedies to the Lessor as if it were rent originally reserved hereunder. Lessee shall be solely responsible for any and all maintenance and repairs to the interior of the Leased Premises.**

11. LESSOR'S RIGHT TO ENTER: Lessor reserves the right to enter upon the Leased Premises during all reasonable times for the purpose of inspecting the same or making such maintenance or repairs to the building Lessor shall elect to make, or showing the buildings to relet or resell, or such other reasonable purposes. Lessor shall give a reasonable notice of its election to enter upon the leased premises. The exercise by Lessor of any of its rights under this paragraph shall not be deemed an eviction or disturbance of Lessee's use and possession of the Leased Premises.

12. INSURANCE, INDEMNIFICATION OF LESSOR AND RELEASE FROM

**LIABILITY:** The Lessee shall procure and maintain at Lessee's expense throughout the term of this lease standard commercial renter's insurance with a reputable insurance company licensed in Wisconsin to write such insurance for public liability insurance insuring Lessor and Lessee in an amount not less than Five Hundred Thousand (\$500,000) Dollars per person for death and/or bodily injury, One Million (\$1,000,000.00) Dollars per accident and/or occurrence, and property damage in an amount equal to One Hundred (\$100,000) Dollars. This policy shall name Lessor and Lessee as insured and shall contain a clause that the insurance company shall not cancel or change the insurance without first giving Lessor at least thirty (30) days written notice. Lessee shall indemnify Lessor and save Lessor harmless from all liability of any and every kind (including counsel fees and other litigation costs and expenses) which may arise to persons or property, including, but not limited to, property of the Lessee, by reason of any act or thing done, not done, suffered, maintained or happening on or about the Leased Premises except for the negligence of the Lessor or Lessor's agents, servants, employees or invitees. Anything in this paragraph to the contrary notwithstanding, the Lessor's servants, employees, agents and invitees shall not be liable to the Lessee for damage to the contents of the Leased Premises or for loss of profits, or for business discontinuation or for any consequential damages; whether or not the same was caused by the negligence of the Lessor, Lessor's servants, employees, agents or invitees. Lessee shall be responsible for obtaining such insurance as it may deem advisable sufficient to cover loss of Lessee's personal property on the Leased Premises. Lessor and Lessor's servants, employees, agents and invitees shall not be liable for any damages to property of Lessee or of others located on the Leased Premises not for loss of any property by theft or otherwise. Lessee shall provide Lessor with written evidence of said Public Liability Insurance on or before the commencement date of this lease. Lessor shall procure and maintain fire insurance and extended coverage at its cost for the benefit of Lessor or its mortgagee, if any.

13. **ALTERATIONS:** Lessee shall not make any nonstructural alterations to the Leased Premises to accommodate its business enterprise without prior written permission of Lessor. All structural alterations must receive the prior written approval of the Lessor. All alterations must be done in a good workmanlike manner in accordance with laws, ordinances and codes relating thereto and free from any claim or claims for mechanics liens. Any improvements resulting from said alterations shall remain the property of Lessee unless said improvements are an integral part of the realty and cannot be removed without damage being done to the Leased Premises. Lessee may also install its normal trade fixtures and be entitled to remove the same prior to or at the expiration of this lease agreement provided the Leased Premises are returned to its original condition, excepting normal wear and tear.

14. **LESSEE'S DEFAULT:** Any of the following shall constitute a default by Lessee and thereby Lessor may, at its option, terminate the lease upon the happening of any one of the following events:

A. The adjudication of Lessee as a bankrupt or insolvent or upon the appointment of a receiver of the property of Lessee.

B. The filing by Lessee of a petition in bankruptcy, or the making of an assignment for the benefit of creditors, or the taking of any action for the voluntary dissolution of the Lessee or its consolidation or merger with another corporation without the prior consent of Lessor.

C. The failure of Lessee to pay an installment of rent as required by the terms of this lease agreement, and which failure shall not be remedied within five (5) days after written notice by the Lessor to the Lessee.

D. If Lessee shall be in default or delinquent with respect to any other covenant or agreement herein contained, except the payment of rent, and such default or delinquency shall not be remedied within fifteen (15) calendar days after written notice by the Lessor to the Lessee. If default is of such a nature that performance is impossible within fifteen (15) calendar days, then the estate and term shall not terminate if Lessee shall commence promptly and in good faith after receipt of notice so as to rectify default or delinquency and shall prosecute the same with diligence to completion. In the event, the Lessor is in default of any of its obligations under the terms of this lease shall within a reasonable time, upon a written notice by the Lessee to the Lessor corrects such default. If the default is of the nature that performance is impossible within fifteen (15) calendar days then the estate and terms shall not terminate if Lessor shall commencement promptly and in good faith after receipt of notice to rectify the default.

15. **ASSIGNMENT OR SUBLETTING:** Except as set forth in the **Rider** to Lease, this lease is personal to Lessee and Lessor is entering into this lease largely on account of the credit worthiness and other characteristics of Lessee and the Lessee's interest under this lease shall not be assigned or sublet, in whole or in any part thereof, by Lessee or by operation of law or otherwise, without first obtaining the written consent of the Lessor, which will not be unreasonably withheld. Such assignment or subletting shall not relieve or alter the Lessee's responsibility to the Lessor under the Lease.

16. **REMODELING AND DECORATING:** Lessee shall be responsible for and pay any and all interior decoration or redecorating on the premises that Lessee may desire from time to time and shall also be responsible for and pay any and all remodeling and improvements desired by Lessee from time to time during the term of this lease, unless otherwise provided by other terms of this lease. All of the improvements, alterations and remodeling by the Lessee shall be part of the building and shall not be removed by Lessee at the termination of this lease and at all times shall remain in the property of the Lessor. Notwithstanding the provisions of this paragraph, Lessee shall be permitted to remove trade fixtures in accordance with other provisions of this lease.

17. **LESSOR NOT LIABLE FOR DAMAGES:** Lessor shall not be liable for loss or damage to Lessee's property arising from snow, ice, rain, sleet, water, breaking of water pipes or any other cause except to the extent that any such loss or damage may be caused by the affirmative act of Lessor, or the Lessor's negligent acts.

18. **SURRENDER OF PREMISES:** Lessee agrees upon the last day of the term of this lease or any extension, or of any sooner termination thereof, as in this lease provided, to peaceably and quietly surrender and yield up to the Lessor the entire Leased Premises, in good order and condition as the same were at the commencement of this lease, and all improvements and additions to the freehold in good order and condition; ordinary wear and tear and accidents not happening through the neglect of Lessee, its employees, agents and invitees only excepted.

19. **ADDITIONAL RESPONSIBILITIES OF LESSEE:** Lessee agrees to keep the

premises clean and in good repair, reasonable use and wear thereof only excepted. Lessee shall obey all ordinances and regulations of proper public officials and especially will remove rubbish, paper and other refuse materials. Lessee shall make no structural changes in or to the premises as originally constructed.

**20. SIGNS: Lessee may, at its own risk and expense, erect or place in a lawful manner, signs concerning its business. Lessee shall maintain such signs in a good state of repair, and shall repair any damage that may have been done to the Leased Premises by the erection, maintenance or removal of such signs. Lessee shall indemnify Lessor against any loss, cost or damages resulting from the erection, maintenance, existence or removal of such signs. At the end of the lease term, Lessee shall remove the signs and restore the Leased Premises to its condition before placement of signs, as Lessee's expense.**

21. NOTICE: Any notices or demands required or permitted by law or any provision of this lease shall be in writing and if the same is to be served upon Lessor, may be personally delivered to Lessor or may be deposited in the U.S. Mail, registered or certified, with return receipt requested, postage prepaid, and addressed to Lessor at: E7674 Symco Road, Bear Creek, Wisconsin, 54922, or at such other address as Lessor may designate in writing. If, at any time or from time to time, there shall be more than one Lessor, one shall be designated in writing to receive all notices and rent payments and service upon or payment to that one shall constitute service upon or payment to all.

Any such notice or demand to be served upon Lessee shall be in writing and shall be served either personally or be deposited in the U.S. Mail, registered or certified, postage prepaid, return receipt requested, and addressed to Lessee at: 321 South Bridge Street, Manawa, Wisconsin, 54949.

**22. REMEDIES ON DEFAULT:**

In the event of any breach of this lease by Lessee which shall not have been cured within twenty (20) days after Lessee shall have received written notice of such breach (or if such breach is not in payment of money, if within such period Lessee shall not have commenced to cure said breach and continue its efforts with due diligence), then Lessor, besides other rights or remedies it may have, shall have the immediate right of reentry. Should Lessor elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or, it may from time to time without terminating this lease, re-let said premises or any part thereof for the account of Lessee, for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its own reasonable discretion may deem advisable, Rentals received from such letting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of any cost of such re-letting; and third, to the payment of rent due and unpaid hereunder. Should such rentals received from such re-letting during any month be less than that agreed to be paid during that month by Lessee hereunder, the Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

23. ATTORNEY FEES: If suit is brought to enforce any covenant of this lease or for the breach of any covenant or condition herein contained, the parties hereto agree that the losing

party shall pay to the prevailing party a reasonable attorney fee and court costs which shall be fixed by the Court.

**24. PARKING LOT: Lessee and Lessee's employees and customers shall park their vehicles only in such areas as designated by the Lessor.**

25. MISCELLANEOUS:

A. This lease agreement shall be governed by its terms and be construed in accordance with the laws of the State of Wisconsin. Any action brought under this lease or as a result of Lessee's leasing the Leased Premises shall be venued in the Circuit Court for **Waupaca** County, Wisconsin.

B. The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives successors and assigns.

C. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

D. No waiver of any default of Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this lease by the Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

E. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions.

F. The headings of the several paragraphs contained herein are chiefly for convenience and if the same be in conflict with the text, the text shall control.

**G. \_\_\_\_\_, president and shareholder of Lessee, if any, shall personally guaranty all of the terms and conditions of this Lease as provided for in Exhibit B attached hereto and made a part hereof as if set forth in full herein.**

26. PERSONAL PROPERTY TAXES: Lessee shall promptly pay and discharge when the same become due and payable all personal property taxes levied against Lessee's property situated on the leased premises and any and all charges assessed thereon by reason of the Lessee's use and occupancy of the premises.

**27. RIDER TO LEASE: Except as specifically addressed or modified by this Lease, the attached Rider to Lease, marked Exhibit A attached hereto, is make a part of this lease as if set forth in full herein.**

28. DESTRUCTION OF BUILDING:

In the event of any damage to the demised premises or any part thereof, which damage is caused by fire, wind, water, earthquake or similar casualty, and which damage is covered and insured against by extended fire insurance coverage, this lease shall remain in full force and effect and Lessee shall pay each month, as rental for such part of the demised premises as shall be reasonably fit for use and occupancy by Lessee until the damage is repaired. Lessor shall have no obligation or liability whatsoever to the Lessee (unless the destruction was caused by negligence of Lessor) and Lessee shall not be entitled to nor recover any damages whatsoever against Lessor for any loss occasioned by the said injury or damage.

In the event Lessor determines not to rebuild, repair and/or restore the demised premises, this lease shall be terminated and Lessee shall have no further liability to Lessor. In the event Lessor determines to sell the demised premises after such destruction, Lessee shall have the option to terminate this lease upon giving written notice to Lessor. In the event of destruction of the building as provided for in this paragraph, Lessor shall, forthwith, notify Lessee of the determination of Lessor concerning rebuilding, repair, restoration and/or sale of the demised premises.

29. EMINENT DOMAIN:

If any part of the demised premises shall be taken or condemned under eminent domain for a public or quasi-public use (or any transfer is made in lieu thereof), and a part thereof remains which is suitable for the use contemplated hereunder, this lease shall, as to the part so taken, terminate as of the date title shall be taken by the condemnor and the rent payable hereunder shall be adjusted so that the Lessee shall be required to pay for the remainder of the term only such portion of such rental as the value of the part remaining after the condemnation bears to the whole of the demised premises at the date of condemnation. If all of the demised premises be taken or condemned, or so much thereof that the use by Lessee shall be substantially impaired (and in this regard the parties acknowledge the parking area to be of great importance to the business of Lessee), the Lessee may thereupon terminate this lease. All compensation awarded upon any such condemnation or taking shall go to the Lessor and the Lessee as provided by law; but Lessee shall in any event be entitled to its separate award from the condemning authority of an amount equal to the unamortized cost of all improvements to the premises made by Lessee and to the unamortized cost of its fixtures.

30. ENVIRONMENTAL REPRESENTATION, WARRANTY AND INDEMNITY:

30.1 As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, in the State of Wisconsin, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls (PCBS), and petroleum products.

30.2 Except as hereinafter provided, Lessee agrees not to use, store, treat, or transport Hazardous Substances in or on the demised premises except in compliance with all applicable federal, state, and local laws, regulations, and ordinances. Lessee additionally shall permit no release, leak, discharge, spill, disposal, or emission of Hazardous Substances in, on, or under the



demised premises. Lessee may, however, keep a reasonable amount of chemicals necessary for the cleaning of equipment and the operation of a printing and copy center provided that Lessee complies with all applicable federal, state, and local laws, regulations, and ordinances.

30.3 Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the lease term from or in connection with the presence or suspected presence of Hazardous Substances in or on the demised premises, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of Lessor's agents, Lessor's employees, contractors, or invitees. In the event that the Hazardous Substances are present solely as a result of negligence, willful misconduct or other acts of Lessor, Lessor's agents, employees, contractors, or invitees, Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgements, penalties, costs, liabilities or loss arising during or after the lease term from or in connection with the presence of a Hazardous Substance due to such negligence, will misconduct or other acts of Lessor, Lessor's agents, employees, contractors, or invitees. Without limitation of the foregoing, the indemnification by Lessor or Lessee as the case may be shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, and any and all cost due to Hazardous Substances that flow, diffuse, migrate, or percolate into, onto, or under the demised premises after the lease term commences.

IN WITNESS WHEREOF the parties have caused this Lease to be executed the date and year indicated below.

Executed this \_\_\_\_ day of June, 2017.

BY: \_\_\_\_\_  
JOE S. KACZOROWSKI, Lessor

STATE OF WISCONSIN    )  
  ) ss  
\_\_\_\_\_ COUNTY        )

Subscribed and sworn to before me  
this \_\_\_\_ day of June, 2017.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission

Executed this \_\_\_\_ day of June, 2017.

MANAWA SCHOOL DISTRICT, Lessee

BY: \_\_\_\_\_

STATE OF WISCONSIN     )  
  ) ss  
\_\_\_\_\_ COUNTY     )

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_

Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_.

**EXHIBIT B**  
**GUARANTY OF LEASE**

FOR VALUE RECEIVED and in consideration of the Lessor executing the Lease between JOE S. KACZOROWSKI (Lessor) and Manawa School District (Lessee) of even date (the "Lease"), the undersigned do hereby jointly and severally (if more than one), for themselves, their successors and assigns, unconditionally, absolutely and irrevocably guarantee the payment of rental and the performance of all the terms, provisions, covenants and conditions by the Lessee under the Lease to be performed in the manner and form provided for in said Lease during the original Term and extended term(s), if any. The undersigned expressly waive (i) separate notice of Lessee defaults under the Lease, provided that Lessee actually receives notices required by the Lease, and (ii) notice of acceptance by Lessor of this Guaranty. The undersigned hereby expressly consent to any modifications and amendments of the terms, provisions, covenants and conditions of said Lease that may hereunder be made and agree that the same shall in no way relieve them from any liability under this guaranty, and the undersigned hereby expressly consent to any assignment or subletting by Lessee or its successors or assigns, and agree that the same shall in no way relieve them from any liability under this Guaranty, and hereby expressly consent to Lessor's proceeding directly against the undersigned on this Guaranty without first exhausting any remedy or remedies that Lessor may have against Lessee. The undersigned further agree to pay to Lessor all attorneys' fees, court costs and other expenses incurred by Lessor in enforcing Lessee's covenants and agreements set forth in said Lease or in enforcing the covenants and agreements of the undersigned under this Guaranty.

In the event of any bankruptcy, reorganization, winding up or similar proceedings with respect to the Lessee, no limitation on the Lessee's liability under the Lease that may now or hereafter be imposed by any federal or state statute, or any other law or regulation applicable to such proceedings shall in any way limit the obligation of the undersigned as Guarantors hereunder, which obligation is co-extensive with Lessee's liability as set forth in the Lease, without regard to any such statutory or other limitations. Until all of the covenants and conditions in the Lease on the Lessee's part to be performed are fully performed and observed, the undersigned (i) shall have no right of subrogation against Lessee by reason of any payments or acts of performance by the undersigned in compliance with the provisions of this Guaranty; (ii) waive any right to enforce any remedy that the undersigned may now or hereafter have against Lessee by reason thereof; and (iii) subordinate all liability of Lessee now or hereafter held by the undersigned to the obligations of Lessee under the Lease.

**This Guaranty, signed and sealed as of the day and year first written above on the lease appended hereto, is intended to take effect as a sealed instrument, and shall inure to the benefit of the Lessor named in said Lease and its successors and assigns. Each Guarantor who signs this Guaranty and is married represents that this obligation is incurred in the interest of his/her marriage or family.**

\_\_\_\_\_  
, individually

\_\_\_\_\_  
, individually