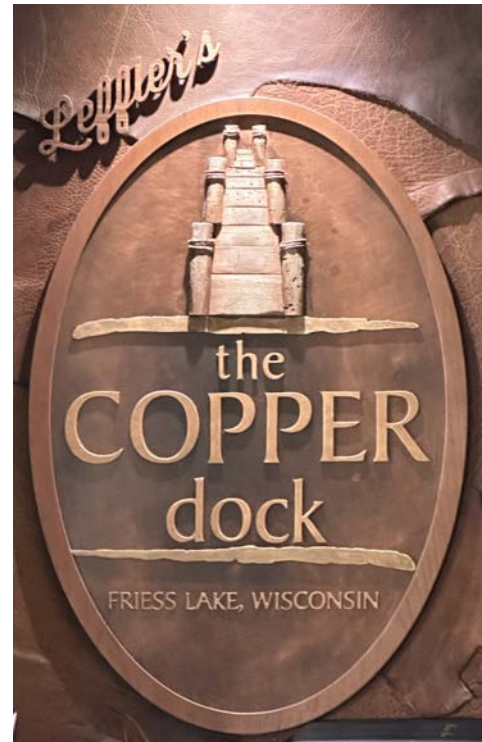


# 1474 E FRIESS LAKE DR

Hubertus, WI 53033

**Anderson**  
Commercial Group

FOR SALE | +/-9,500 SF TURN-KEY RESTAURANT AVAILABLE



## OFFERING SUMMARY

Building Size:	+/- 9,500 SF
Number of Parking Spaces:	+/- 50
Zoning:	RS-2
Lot Size:	+/- 1.12 Acres
Tax / APN #:	V10_047700A
Current Taxes:	\$7,630.42
Sale Price:	\$1,495,000

## PROPERTY HIGHLIGHTS

- Well known restaurant located on Friess Lake
- Large dock with +/- 227 ft of water frontage
- Indoor seating capacity for +/- 125 - 150
- Spacious outdoor deck with seating capacity for +/- 50
- All FF&E included
- High grossing restaurant operation
- Upper 3 bed, 2 bath apartment included

## DEMOGRAPHICS

	5 MILES	10 MILES	15 MILES
Total Households	7,405	55,404	185,558
Total Population	19,176	136,158	455,739
Average HH Income	\$148,303	\$127,963	\$124,787

### PATRICK MCGLINN

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### CRAIG FRIEMOTH

Vice President  
414.858.5205  
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ADDITIONAL PHOTOS | +/-9,500 SF TURN-KEY RESTAURANT FOR SALE



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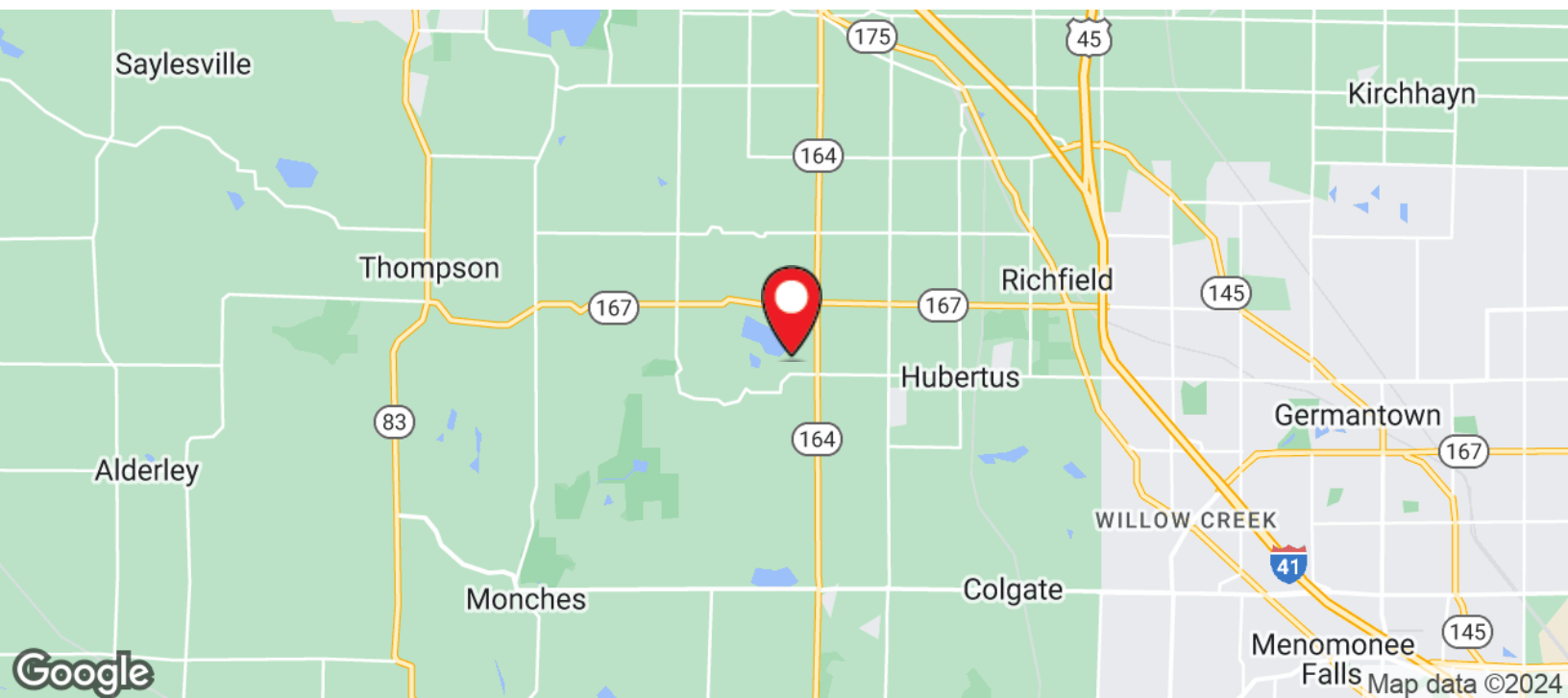
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LOCATION MAP | +/-9,500 SF TURN-KEY RESTAURANT FOR SALE



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**CONFIDENTIALITY AGREEMENT**

The undersigned (the "Prospective Buyer") is interested in pursuing the acquisition of that certain property located at \_\_\_\_\_, in \_\_\_\_\_, Wisconsin (the "Property") from Owner. To assist Prospective Buyer in Prospective Buyer's evaluation of the potential acquisition of the Property, Owner will provide Prospective Buyer with certain oral and written information concerning the Property. As a condition of Owner furnishing Prospective Buyer with such information, Prospective Buyer agrees as follows:

1. Prospective Buyer will treat confidentially all Evaluation Material (as defined herein) which Owner, its affiliates, partners, lenders, employees, agents, attorneys, accountants, advisors or references (collectively the "Representatives") may provide to Prospective Buyer. The term "Evaluation Material" shall include, but shall not be limited to, materials and documents of an operational, economic, marketing, financial or technical nature, analyses, compilations, studies or other documents prepared by Prospective Buyer or Prospective Buyer's Representatives containing, or based in whole or in part on, any information furnished by Owner whether before or after the date of this Agreement.
2. Prospective Buyer acknowledges and agrees that the Evaluation Material is a valuable asset of Owner, has competitive value, and is of a confidential nature and to be used solely for the purposes of evaluating the Property for acquisition. Prospective Buyer agrees that the Evaluation Material will be kept confidential by the Prospective Buyer and the Prospective Buyer's Representatives and shall not be disclosed for purposes other than evaluating the Property without the prior written consent of Owner. Moreover, Prospective Buyer further agrees to transmit Evaluation Material only to those of the Prospective Buyer's Representatives who need such information for the purpose of evaluating the Property and who shall (i) be advised by Prospective Buyer of this letter agreement (the "Agreement") and (ii) agree with Prospective Buyer to be bound by the provisions hereto. Prospective Buyer shall be responsible for any breach of this Agreement by its Representatives.
3. In the event Prospective Buyer elects not to pursue the purchase of the Property, or upon Owner's written request, Prospective Buyer will promptly return to Owner the Evaluation Material and all copies thereof without retaining any copies.
4. The term Evaluation Material does not include information which (i) becomes generally available to the public other than as a result of disclosure by Prospective Buyer or its Representatives, (ii) was available to Prospective Buyer on a non-confidential basis prior to its disclosure to Prospective Buyer by Owner or Owner's Representatives, or (iii) becomes available to Prospective Buyer on a non-confidential basis from a source other than Owner or Owner's Representatives; provided, however, that such source is not bound by a confidentiality agreement with Owner or Owner's Representatives.
5. If Prospective Buyer is requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to discuss any of the Evaluation Material, Prospective Buyer will notify Owner promptly so that Owner may seek any appropriate protective order and/or take any other action. In the event that such protective order is not obtained, or that Owner waives compliance with the provisions hereof, (a) Prospective Buyer may disclose to any tribunal or other person only that portion of the Evaluation Material which Prospective Buyer is advised by legal counsel is legally required to be disclosed and shall use its reasonable best efforts to obtain assurance that confidential treatment will be accorded such Material, and (b) Prospective Buyer shall not be liable for such disclosure unless such disclosure to such tribunal or other person was caused by, or resulted from, a previous disclosure by Prospective Buyer not permitted by this Agreement.
6. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by Prospective Buyer, and that Owner shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for the breach of this Agreement by Prospective Buyer, but shall be in addition to all other remedies available at law or in equity to Owner. It is further understood that no failure or delay by Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
7. Although Prospective Buyer understands that Owner has endeavored to include in the Evaluation Material information that it believes to be accurate, Owner does not make any representation or warranty as to the accuracy or completeness of the Evaluation Material. Prospective Buyer agrees that neither Owner nor Owner's Representatives shall have any liability to Prospective Buyer or any of Prospective Buyer's Representatives under this Agreement for any cause whatsoever.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and may not be changed, waived or terminated orally and shall be binding upon the parties and their successors and assigns.
9. In the event the Prospective Buyer breaches its obligations under this NDA, the Prospective Buyer will be responsible for Owner's attorney fees and court costs incurred in enforcing Owner's rights.
10. Prospective Buyer confirms the understanding that any agreement between Prospective Buyer and Owner concerning the Property will exist only when such agreement is in writing and duly executed by the parties thereof and that the Property may be withdrawn from the market by Owner at any time and for any reason prior to such a written agreement.

Agreed to and accepted by:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
E-Mail

**DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS**

1 Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the  
2 following disclosure statement:

3 **DISCLOSURE TO CUSTOMERS** You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent  
4 of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A  
5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is  
6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the  
7 customer, the following duties:

- 8 (a) The duty to provide brokerage services to you fairly and honestly.
  - 9 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
  - 10 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
11 it, unless disclosure of the information is prohibited by law.
  - 12 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
13 information is prohibited by law (see lines 42-51).
  - 14 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
15 confidential information or the confidential information of other parties (see lines 23-41).
  - 16 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.
  - 17 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
18 advantages and disadvantages of the proposals.
- 19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services,  
20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home  
21 inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a  
22 plain-language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

23 **CONFIDENTIALITY NOTICE TO CUSTOMERS** The Firm and its Agents will keep confidential any information given to the  
24 Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person  
25 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to  
26 disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the  
27 Firm is no longer providing brokerage services to you.

- 28 The following information is required to be disclosed by law:
- 29 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 42-51).
  - 30 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection  
31 report on the property or real estate that is the subject of the transaction.

32 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may  
33 list that information below (see lines 35-41) or provide that information to the Firm or its Agents by other means. At a  
34 later time, you may also provide the Firm or its Agents with other Information you consider to be confidential.

35 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_

38 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_ (Insert information you authorize to be disclosed, such as financial qualification information.)

42 **DEFINITION OF MATERIAL ADVERSE FACTS**  
43 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such  
44 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
45 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
46 or affects or would affect the party's decision about the terms of such a contract or agreement.

47 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
48 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
49 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information  
50 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a  
51 contract or agreement made concerning the transaction.

52 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
53 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
54 <http://www.doc.wi.gov> or by telephone at 608-240-5830.