A quorum of the Administration Committee, Board of Public Works, Park Board, and/or Common Council may attend this meeting; (Although it is not expected than any official action of any of those bodies will be taken).

CITY OF MENASHA REDEVELOPMENT AUTHORITY Council Chambers, 3rd Floor, City Hall 140 Main Street, Menasha

February 4, 2014

5:30 PM

Amended AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. Minutes of the October 30, 2013 Redevelopment Authority Meeting
- D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA (five (5) minute time limit for each person)
- E. DISCUSSION
 - 1. Status of Residential & Commercial Listing Agreements
 - a. Coldwell Banker (CB TREG, Inc.) Expires May 15, 2014
 - b. Newmark Grubb Pfefferle Expires May 5, 2014
 - 2. Potential Amendment to Development Agreement with Cypress Homes and Realty, Inc.
- F. ACTION ITEMS
 - Offers to Purchase from Clover Homes Inc., 2996 Georgetown PI (Lot 125); 869 Eden Ct (Lot 89);
 917 Whisper Falls Ct (Lot 82); 814 Whisper Falls Ln (Lot 108)
 - Motion to Adjourn into Closed Session pursuant to Wis. Stats. §19.85(1)(e):
 Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Offers to Purchase from Clover Homes, Inc. and Potential Amendment to Development Agreement with Cypress Homes and Realty, Inc.)
- G. ADJOURNMENT

CITY OF MENASHA Redevelopment Authority

Council Chambers, 3rd Floor, City Hall – 140 Main Street

October 30, 2013 DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Chairman Kim Vanderhyden.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Bob Stevens, Kim Vanderhyden, Linda Kennedy and Ald. Jim Englebert

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Susan Smith, Gail Popp and Kip Golden

OTHERS PRESENT: Chris Klein, John Manki, Ed Kassel, Tom Maxymek, Ald. Becky Nichols, CDD Keil, PP Homan and DAS Steeno

C. MINTUES TO APPROVE

1. Minutes of the June 6, 2013 Redevelopment Authority Meeting

Motion by Linda Kennedy, seconded by Ald. Jim Englebert to approve the June 6, 2013 Redevelopment Authority meeting minutes.

The motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

(five (5) minute time limit for each person)

Chris Klein: Inquired about CDE status, RDA financial position, status of developer compliance with development agreements and incentive payments, and TIF increment.

Tom Maxymek commented on housing values and stated willingness on the part of the Lake Park Villas Homeowners Association board to work with the RDA to encourage builders/developers to establish a presence within the Lake Park Villas Phase II development.

E. DISCUSSION ITEMS

1. Lake Park Villas Sales and Marketing Update

PP Homan summarized the past year's marketing activities including the website, signage, direct mail/site event and commercial and residential broker activities.

2. **Developer Incentives**

PP Homan suggested that marketing initiatives should shift from advertising and promotion to attracting builder/developers to Lake Park Villas in order to establish model homes and an on-site marketing presence.

RDA members and LPV HOA board members entered into a wide ranging discussion concerning possible strategies for attracting builder/developers and prospective home buyers. Topics included:

- The price point for homeowners association fees.
- Suspending HOA fees for builder/developers.
- City tax rates and the relationship between assessed and market values.
- Creating model homes at different price points.
- The effect of HOA home standards on home prices.
- Possibilities for using TIF funds for developer incentives

3. Update Redevelopment Projects

a. Gilbert Site

CDD Keil reported that the acceleration of incentive payments to the site owners/developers recently approved by the Common Council has enabled the demolition work to proceed more rapidly, with the completion of the demolition work now to be completed by the end of the year. He also reported that the city had receive noticed from the WDNR that it had been awarded Stewardship Grant funds for the construction of the shoreline park. Work on that project will begin in spring of 2014.

b. Steam Plant

CDD Keil reported that a request for proposals had been released and five entities had responded with statements of interest. It is expected that a decision will be made sometime around the first of the year.

c. 205 Milwaukee Street

CDD Keil stated that after several years of discussions with the city, grocers from the Green Bay area have made an offer to purchase the building formerly operated as Doering's Super Valu. The operators have requested TIF incentives. Staff is expecting to bring a development agreement to the Common Council for consideration in December. If approved, it's anticipated that the renovated store would open before Memorial Day.

F. ACTION ITEMS

1. 2014 Redevelopment Authority Budget

a. Lake Park Villas Homeowners Association

CDD Keil reviewed the revenues from lot sales and expenditures made by the RDA in 2012 and 2013. He also discussed the TID #12 projections and projected tax increment looking toward the future and how the RDA's obligation to repay the city for the land sale is expected to play out. The proposed 2014 RDA budget was presented in the amount of \$49,003. Major components of the budget were marketing (\$20,000) and the RDA's portion of the LPV HOA common area maintenance (\$25,000). These amounts are the same as what was budgeted in 2013.

Motion by Ald. Englebert, seconded by Kim Vanderhyden to recommend the proposed budget and submit it to the Common Council for approval. The motion carried.

b. Marketing/Developer Incentives

Discussion occurred under Item E. The consensus was to encourage staff to pursue any incentive package that is necessary to secure an on-site presence by a builder/developer, with the understanding that any specific incentive package would be brought back to the RDA for approval. There was also consensus that the budgeted marketing funds should be primarily directed toward builder/developer incentives.

c. Other

No discussion.

G. ADJOURNMENT

Motion by Ald. Jim Englebert, seconded by Kim Vanderhyden to adjourn at 7:05 p.m.

The motion carried.

Minutes respectfully submitted by Greg Keil, Community Development Director.



TO: Menasha Redevelopment Authority (RDA)

FROM: Kara Homan, AICP, Principal Planner

DATE: January 30, 2014

RE: Clover Homes Inc. Offers to Purchase

Enclosed, please find four offers to purchase from Clover Homes, Inc. I have summarized below the basic terms of the offers for each of the four properties. In addition, attached is a map illustrating the location of four lots within the Villas development (outlined in blue).

Property Address	Lot #	Ask	ing Price	Price	e Offered	Additional Provisions
814 Whisper Falls Ln	108	\$	39,900	\$	19,850	*
2996 Georgetown Pl	125	\$	44,900	\$	19,850	*
869 Eden Ct	89	\$	44,900	\$	19,850	*
917 Whisper Falls Ct	82	\$	39,900	\$	19,850	* & \$7500 RDA
						contribution towards
						cost of foundation for
						model home.

*Additional Provisions for all 4 lots:

- 1. RDA to pay HOA fees until lot purchased by a third party.
- 2. RDA to provide financing at 0% and 0 payments until sold to third party
- 3. Single Family home to be built at time that builder sees fit
- 4. HOA fees to be paid up to date of closing.

NOTE: See lines 458 through 464 in the offers to purchase for specific language.

Lot Paleing	68 69 S S S S S S S S S S S S S S S S S S	81 82 SPER FAILS CT
THE LAKE PARK / Illas	66 71 72 75 75 74 75 62 61 62 61	94 20 20 S S 21 22
	S S S S S	89 S 24 88 S 99 25 S S S
55 S S S S S S S S S S S S S S S S S S	120 121 S S S	
50 49 48 S S	1112 107 1111 108 109 45 8 43 42 42	S S

LOT	LIST PRICE	LOT	LIST PRICE	LOT	LOT LIST PRICE		LOT LIST PRICE		LOT LIST PRICE		LOT LIST PRICE	
18	\$44,900	41	\$44,900	56	\$35,900	73	\$35,900	91	\$30,000	118	\$30,000	
19	\$44,900	42	\$44,900	61	\$30,000	74	\$26,000	93	\$44,900	120	\$39,900	
20	\$44,900	43	\$44,900	62	\$39,900	75	\$26,000	94	\$35,900	121	\$39,900	
21	\$44,900	45	\$44,900	64	\$35,900	76	\$35,900	95	\$44,900	122	\$39,900	
22	\$44,900	48	\$39,900	66	\$39,900	79	\$39,900	99	\$39,900	123	\$35,900	
23	\$44,900	49	\$30,000	67	\$39,900	80	\$39,900	107	\$30,000	124	\$44,900	
24	\$44,900	50	\$39,900	68	\$30,000	81	\$39,900	108	\$39,900	125	\$44,900	
25	\$35,000	52	\$44,900	69	\$39,900	82	\$39,900	109	\$39,900	126	\$35,900	
26	\$44,900	53	\$35,900	70	\$35,900	88	\$39,900	110	\$39,900	130	\$35,900	
39	\$35,900	54	\$35,900	71	\$35,900	89	\$44,900	111	\$30,000	131	\$35,900	
40	\$39,900	55	\$35,900	72	\$35,900	90	\$44,900	112	\$39,900			

\$39,900 🖓

/acant Land i0055757Active

814 WHISPER FALLS LN Lot: 108 City of Menasha, WI 54952

ist: Thomas Werth (920) 205-7587 of Coldwell Banker The Real Estate Group (800) 236-1550 / () -

Firm: 2008 Off: 0 Agt: 101758

MLS Area:

202 / FV - Menasha

Subdivision:

Lake Park Villas

County:

Calumet

City (Mailing):

MENASHA

Net Taxes* / Year:

TBD / 11

Prop. Tax ID:

770170108

Plat Map Sect. #:

Restr. Covenant:

Yes

Flood Plain:

Unknow n

School District:

Appleton Area

Elem. School:

Middle School:

High School:

Ad Code:

BA8TG

Description Vaterfront

ody of Water: ody of Water Type: st. Water Frontage: rc. of Frontage Data: Description

Site Area SqFt (Pre-2007):

Site Frontage (Pre-2007): Site Depth (Pre-2007):

Est. Acreage:

Est. Lot Size:

Est. Total SqFt of Lot:

Lot Info.:

Source of Data **Data**

.19 Plat Map/Survey

Plat Map/Survey

FEATURES

Itilities Available: ocation Desc:

Electric, Natural Gas, Cable

Data

Seller Financing: Zoning:

PUD

X

8059

Lot Description:

Lev el

Agent Information: Other Water Feat:

Vater Avail. to Site:

/aste

Public . Laterals Sewer(In Street)

irections: ublic Rems:

liscellaneous:

oads:

Corner of Hwy 10/114 and Lake Park Road

Enjoy the carefree lifestyle youve always wanted. Build your custom home at the beautiful Lake Park Villas and forget about the mowing,

landscaping and snow removal. Youll love the landscaped grounds, walking trails and gorgeous ponds with water fountains that create a resortlike feel. Nearby Lake Park Square offers a fitness center, plus more businesses coming soon!

rivate Agent Rems:

howing Info:

Lots are currently owned by the RDA of the City of Menasha and taxes are "TBD". This is NOT a condo development. All builders welcome.

Agent Cell # 920-205-7587 / 9209937007

ist Date:

New Date:

rice Date: ack on Mkt: Iffer Status Dt:

/ithdrawn Dt:

end Date:

xpire Dt:

OM:

Data Change Dt.: Photo Date:

Prev. Prc: Prev Status:

Delete Date: Pts-B/S:

Fin. Type: Seller Conc.: Misc Info:

Type of Sale:

Sell Price: Sold Date: CM Sub/Ag Bkr: CM Buyer Brk: Var Rate Com.: Named Except.: Licensee Inter.:

> **Contract Type:** Lmted. Serv:

No Exclusive Right to Sell

4.000%

4.000%

No

Yes

Bldr Excl:

The information contained herein is provided for general information purposes only and if material to the user should be verified by the user or by a qualified expert. *Taxes may not include Special Assessments or additional Municipal fees. CAUTION: Buyer should verify total square footage formula, total square footage/acreage igures, land, building or room dimensions, if material. Below-grade areas may not meet building code housing requirements. Equal housing opportunity listing. DOM now uses pending date, not sold date

© 2014 RANW MLS 01/16/2014 02:52 PM

Page 1 of 10, WB-13

WB-13 VACANT LAND OFFER TO PURCHASE

1	LICENSEE DRAFTING THIS OFFER ON January 16, 2014 [DATE] IS (AGENT OF BUYER)
2	(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
2	GENERAL PROVISIONS The Buyer, Clover Homes INC
4	, offers to purchase the Property
	known as [Street Address] 814 WHISPER FALLS LN LOT 108
	in the of Menasha, County of Calumet, Wisconsin (Insert
7	additional description if any at lines 458,464 or 526,534 or attach as an addendum per line 525) on the following terms:
ρ	= DIDCHASE DDICE O IN OLOGA THAN SOAR DIONT NUMBER FUEL FUEL TO 1/00
٥	Dollars (\$ 19850).
10	■ EARNEST MONEY of \$ accompanies this Offer and earnest money of \$ 500.00
11	will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or
	will be findled, or confinercially or personally delivered within days or acceptance to licturg broker or
	■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
13	■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided sciow. ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
14	INCLUDED IN PURCHASE PRICE. Seller is including in the purchase price the Property, and Ixtures on the Property of the
	date of this Offer not excluded at lines 18-19, and the following additional items: n/a
16	
17	TOTAL NOT INCLUDED IN PURCUACE PRICE. To
	■ NOT INCLUDED IN PURCHASE PRICE: n/a
19	CAUTION, Marries Findered that are an the Preparty (see lines 200 204) to be excluded by Saller or which are rented
20	CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21	and will continue to be owned by the lessor.
22	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23	included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
24	■ ZONING: Seller represents that the Property is zoned: PUD
25	ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26	copies of the Offer.
27	CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28	running from acceptance provide adequate time for both binding acceptance and performance.
	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
	or before Seller may keep the Property on the
	market and accept secondary offers after binding acceptance of this Offer.
32	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
33	OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
34	OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
	OR ARE LEFT BLANK.
36	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
37	written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38	(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39	named at line 40 or 41.
40 41	Seller's recipient for delivery (optional): THOMAS WERTH-COLDWELL BANKER THE REAL ESTATE GROUP Buyer's recipient for delivery (optional): SUEANNE HARTFIEL - HARTFIEL REALTY
42	(2) Fax: fax transmission of the document or written notice to the following telephone number:
	Seller: () Buver: ()
44	(3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45	commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46	delivery to the Party's delivery address at line 49 or 50.
47	(4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
	or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
	Delivery address for Seller:
51	xx (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52	55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53	personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54	to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55	E-Mail address for Seller (optional): twerth@new.rr.com
56	E-Mail address for Buyer (optional): hartfielrealty@gmail.com
	PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59	Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60	Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61	free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
	we be the second of the street
62	PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no
63	PROPERTY CONDITION REPRESENTATIONS Select represents to Buyer this date of description of the control of the co
64	notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
65	identified in the Seller's disclosure report dated, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
66	Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
67	and NO CONDITION REPORT AVAILABLE
68	
	INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT
69	OLOUNG This turn a stign is to be pleased by letter than
70	CLOSING This transaction is to be closed no later than 1-31-2014
71	at the place selected by Seller, unless otherwise agreed by the Parties in writing.
72	CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73	real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74	assessments, fuel and NONE
75	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
76	to the comment of the property of the property of the day prior to closing
77	Real estate taxes shall be provided at closing based on Control Box 1 of the Library and label. (Not general real estate
78	The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79	taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80	APPLIES IF NO BOX IS CHECKED)
81	Current assessment times current mill rate (current means as of the date of closing)
82	Find a control with the second of the second of fair market value used by the second of the prior
83	to the state of closing
84	CALIFORNIA Development when the partial real extent toyon for the year of closing and subsequent years may be
85	the second secon
86	substantially different than the amount used in profation especially in transactions involving now
87	
88	regarding possible tax changes.
89	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90	the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91	days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92	re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93	and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.
94	□ FASED PROPERTY ■ If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95	The state of the s
96	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	150 404 - FOO FOA av attach as an addandum par line 505
97	insert additional terms, it any, at times 450-464 of 520-554 of additional and additional per line of the contract of the Office at list of all
98	N/A GOVERNMENT PROGRAMS: Seller shall deliver to Buyer, within days of acceptance of this Offer, a list of all
99	federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100	or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation agreements agreement agr
101	preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102	Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103	penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
104	the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
105	the deadline for delivery, which even is earlier, a notice terminating this one based upon the use restriction, programs
100	requirements, and/or amount of any penalty, fee, charge, or payback obligation. CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs.
107	as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller
108	incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The
110	Parties agree this provision survives closing.
	Fig. 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
111	This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
112	encourages sustainable forestry on private woodlands by reducing and deferring travers. MEL program changes the
110	managed forest lands remain in effect for 25 or 50 years. When ownership of land determined the MFL program changes, the
114	new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116	s, and hav a fee. By filing this form, the new owner agrees to the associated MFL management plan and the wife program rules.
117	z. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
115	s, an order designating it as managed forest land, or to its use, may jeopardize your penetits under the program or may cause
110	the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
	- the property to be introductive to the pregnant and may reserve to the transfer of the trans
120	o local DNR forester or visit http://www.dnr.state. <u>wi.us</u> .

121 FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and 123

occupied for farming or grazing purposes. 124

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be 125 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a 126 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization 128 Section or visit http://www.revenue.wi.gov/. 129

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 131 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection 132

Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information. 133 CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective 135 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of 136 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more 137 information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/. 138

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more 139 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land 140 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. 144 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or 146 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change 147 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects 148 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING | Seller shall maintain the Property until the earlier of 150 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary 151 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, 152 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later 153 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed 154 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. 155 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall 158 be held in trust for the sole purpose of restoring the Property. 159

DEFINITIONS 160

- ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or 162
- written notice physically in the Party's possession, regardless of the method of delivery.

 CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are 163 defined to include: 164
- a. Proposed, planned or commenced public improvements or public construction projects which may result in special 165 assessments or otherwise materially affect the Property or the present use of the Property. 166
- b. Government agency or court order requiring repair, alteration or correction of any existing condition. 167
- c. Land division or subdivision for which required state or local approvals were not obtained.
- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations. 169
- e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland 170 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program. 172
- Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) 173 (where one or both of the properties is used and occupied for farming or grazing). 174
- Material violations of environmental rules or other rules or agreements regulating the use of the Property. 175
- h. Conditions constituting a significant health risk or safety hazard for occupants of the Property. 176
- Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, 177 including, but not limited to, gasoline and heating oil. 178
- A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, 179 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the 180 181 premises.
- k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property. 182
- High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the 183 184
- m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-185 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned 186 according to applicable regulations. 187
- (Definitions Continued on page 5) 188

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100	IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.
189	FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written SELLER
	FINANCING [INSERT LOAN PROGRAM OR SOURCE] first mortgage
102	loan commitment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an
192	amount of not less than \$00.00 for a term of not less than years, amortized over not less than years.
194	Initial monthly payments of principal and interest shall not exceed \$ 00.00
195	also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196	premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197	
198	unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199	monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
200	CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.
201	区 FIXED RATE FINANCING: The annual rate of interest shall not exceed0.00%.
202	ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed %. The initial interest
203	rate shall be fixed for months, at which time the interest rate may be increased not more than % per
204	year. The maximum interest rate during the mortgage term shall not exceed%. Monthly payments of principal
205	and interest may be adjusted to reflect interest changes.
206	If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207	526-534 or in an addendum attached per line 525.
208	■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209	mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210	in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211	later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
212	Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213	commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
	accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215	unacceptability.
216	CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
	the Ioan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
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219	ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY. SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this
220	Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
	commitment.
	■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already
224	delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225	same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226	named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227	transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228	extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229	any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
230	■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party
231	in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232	sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233	written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234	the contract of the contract o
235	and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236	appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.
237	N/A APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238	at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239	subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
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242	purchase price, accompanied by a written notice of termination.
243	CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether

244 deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

- Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not 246 closed/abandoned according to applicable regulations. 247
- Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface 248 O. foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic 249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government 250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing 251 capacity, earth or soil movement, slides) or excessive rocks or rock formations. 252
- Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other 253 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) 254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program. 255
- Lack of legal vehicular access to the Property from public roads. 256 q.
- Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, 257 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of 258 a part of Property by non-owners, other than recorded utility easements. 259
- Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to 260 S. impose assessments against the real property located within the district. 261
- Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition. 262 t.
- Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the 263 Property, or proposed or pending special assessments. 264
- Burial sites, archeological artifacts, mineral rights, orchards or endangered species. 265
- Flooding, standing water, drainage problems or other water problems on or affecting the Property. 266
- Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides. 267
- Significant odor, noise, water intrusion or other irritants emanating from neighboring property. 268 ٧.
- Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial 269 z. injuries or disease in livestock on the Property or neighboring properties. 270
- aa. Existing or abandoned manure storage facilities on the Property. 271

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- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of 272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence. 273
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that 274 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county 275 (see lines 139-145). 276
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion 277 charge or the payment of a use-value conversion charge has been deferred. 278
- <u>DEADLINES</u>: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding 279 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 282 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the 283 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as 285 closing, expire at midnight of that day. 286
- DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 288 significantly shorten or adversely affect the expected normal life of the premises. 289
- FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage 291 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited 292 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations. 294

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19. 295

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

	Property Address: 917 WHISPER FALLS LA Lot: 108 , MENASHA, WI 54952 Page 6 of 10, WB-13
306	XX PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: SINGLE FAMILY
307	RESIDENCE AS PART OF AN HOA
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309	[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310	provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within days of acceptance, delivers
311	written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312	item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313	agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.
314	ZONING CLASSIFICATION CONFIRMATION: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315	STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned
316	and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.
317	SUBSOILS: This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's if neither
318	is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319	would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320	development.
321	PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: This Offer is contingent
322	upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
323	be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
324 325	Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326	the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK
327	ALL THAT APPLY: □ conventional in-ground; □ mound; □ at grade; □ in-ground pressure distribution; □ holding tank;
328	□ other:
329	EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE
330	ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331	affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332	significantly delay or increase the costs of the proposed use or development identified at lines 306-308.
333	XX APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
334	neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335	granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336	proposed use: APPROVAL OF BUILDING PLAN
337	O II I DEPUTE ONE (III)
338	UTILITIES: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
339	is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340	the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: electricity;
341 342	□ gas
343	ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE
344	("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345	roads.
346	XX LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
347	neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; 🗵 building permit; ☐
348	occupancy permit: other CHECK ALL THAT APPLY, and delivering
349	written notice to Seller if the item cannot be obtained, all within days of acceptance for the Property for its proposed
350	use described at lines 306-308.
351	MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
352	providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353	registered land surveyor, within days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)
354	expense. The map shall show minimum of acres, maximum of acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
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	if any, and:
357	[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
358	staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. CAUTION: Consider the cost and the need for map features before selecting them.
359	Also consider the time required to obtain the map when setting the deadline. This contingency shall be deemed satisfied
360 361	unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
	delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363	and the second control of the second control
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PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

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- HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.
- CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.
- DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after 377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. 378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said 380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse 381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) 383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an 384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to 385 exceed \$250, prior to disbursement. 386
 - LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.
- DISTRIBUTION OF INFORMATION

 Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 researching comparable sales, market conditions and listings, upon inquiry.
- NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

	Property Address: 917 WHISPER FALLS LA Lot: 108 , MENASHA, WI 54952 Page 8 of 10, WB-13
405	N/A SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
	of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
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408	Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than days after acceptance of this Offer. All
409 410	other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.
411	TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
	occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this
413	Offer except:
414	If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415	contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416	date or Deadline is allowed before a breach occurs.
417	TITLE EVIDENCE
	■ <u>CONVEYANCE OF TITLE</u> : Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
419 420	provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421	entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422	restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423	in this Offer, general taxes levied in the year of closing and NONE
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426	which constitutes may be table title for purposes of this transaction. Soller shall complete and execute the documents
427 428	which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.
429	■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430	purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431	costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.
432	■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE
433	ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434	
435	exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436	coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449). PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title
437 438	the state of the s
439	showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440	lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441	and exceptions, as appropriate.
442	■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of
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444	such event, Seller shall have a reasonable time, but not exceeding days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
445 446	closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447	objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448	written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449	extinguish Seller's obligations to give merchantable title to Buyer.
450	■ <u>SPECIAL ASSESSMENTS</u> : Special assessments, if any, levied or for work actually commenced prior to the date of this
451	Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.
452	CAUTION: Consider a special agreement if area assessments, property owners association assessments, special
453 454	() () () () () () () () () ()
455	relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456	sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
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458	ADDITIONAL PROVISIONS/CONTINGENCIES SELLER TO PAY HOA FEES UNTIL LOT IS PURCHASED BY A THIRD PARTY. SELLER TO PROVIDE FINANCING AT A RATE OF 0% INTEREST AND ZERO PAYMENTS UNTIL
459 460	LOT IS SOLD TO AN END BUYER AND NO SOONER THAN COMPLETION OF CONSTRUCTION. SELLER SHALL
461	PERMIT BUYER TO BUILD ONE SINGLE STANDING STRUCTURE AND TO BEGIN AT TIME THAT THE BUILDER
462	SHALL SEE FIT. HOA FEES TO BE PAID UP TO DATE AT TIME OF CLOSING.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

- If Buyer defaults, Seller may:
- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.
- 472 If Seller defaults, Buyer may:

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- (1) sue for specific performance; or
- 474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
 - In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

	Property Address: 917 WHISPER FALLS LA Lot: 108 , MENASHA, WI 54952 Page 10 of 10, WB-13
503	INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504	is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505	Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506	an inspection of
507	(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508	inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509	written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510	Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
511	CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
	well as any follow-up inspection(s).
513	This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to Seller a copy of the written
514	inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
515	CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
516	For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517	Buyer had actual knowledge or written notice before signing this Offer.
518	■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519	Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520	Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521	workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522	Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523	Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524	or (b) Seller does not timely deliver the written notice of election to cure.
	XX ADDENDA: The attached BROKER DISCLOSURE TO CUSTOMERS is/are made part of this Offer.
526	ADDITIONAL PROVISIONS/CONTINGENCIES NONE
527	
528	
529	
530	
531	
532	
533	
534	
535	This Offer was drafted by [Licensee and Firm] SUEANNE HARTFIEL
536	HARTFIEL REALTY LLC on January 16, 2014 .
537	(x) 1 2 2 Low January 16, 2014
538	Buyer's Signature ▲ Print Name Here ▶ Clover Homes INC Date ▲
	(x)
540	Bayor o digitation = 1 thic reality
541	EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542	Broker (By)
	SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544	SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY OF
545	THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER
0-10	THE PERMONED CONDITIONS AS SELECTION AND ASSESSMENT OF THE PERMONE PROPERTY OF
	(x)
547	Seller's Signature A Print Name Here
548	(x)
549	Seller's Signature ▲ Print Name Here ➤ Date ▲
550	This Offer was presented to Seller by [Licensee and Firm]
551	onata.m./p.m.
552	This Offer is rejected Seller Initials Date This Offer is countered [See attached counter] Seller Initials Date
	Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

acant Land 0055702Active

2996 GEORGETOWN PL Lot: 125 City of Menasha, WI 54952

\$44,900 📝

st: Thomas Werth (920) 205-7587 of Coldwell Banker The Real Estate Group (800) 236-1550 / () -

Firm: 2008 Off: 0 Agt: 101758

MLS Area:

202 / FV - Menasha

Subdivision:

Lake Park Villas

County:

Calumet

City (Mailing):

MENASHA

Net Taxes* / Year:

TBD / 11

Prop. Tax ID:

770170125

Plat Map Sect. #:

Restr. Covenant:

Yes

Flood Plain:

Unknow n

School District:

Appleton Area

Elem. School:

Middle School:

High School:

Ad Code:

BA8TT

escription aterfront ody of Water: ody of Water Type: st. Water Frontage:

Data

Description

Data

Source of Data

c. of Frontage Data:

Site Area SqFt (Pre-2007): Site Frontage (Pre-2007):

Site Depth (Pre-2007):

Est. Acreage: Est. Lot Size: .19 Х

Plat Map/Survey

Est. Total SqFt of Lot:

8102

Plat Map/Survey

Lot Info.:

FEATURES

Electric , Natural Gas , Cable

Seller Financing: Zoning:

PUD

Lot Description: Agent Information: Lev el

ater Avail. to Site:

Public , Laterals

aste

tilities Available:

acation Desc:

iscellaneous:

pads:

Sewer(In Street)

irections:

Corner of Hwy 10/114 and Lake Park Road

ablic Rems:

Enjoy the carefree lifestyle youve always wanted. Build your custom home at the beautiful Lake Park Villas and forget about the mowing,

Other Water Feat:

landscaping and snow removal. Youll love the landscaped grounds, walking trails and gorgeous ponds with water fountains that create a resort-

like feel. Nearby Lake Park Square offers a fitness center, plus more businesses coming soon!

ivate Agent Rems:

Lots are currently owned by the RDA of the City of Menasha and taxes are "TBD". This is NOT a condo development. All builders welcome.

nowing Info:

Agent Cell # 920-205-7587 / 9209937007

Photo Date:

Prev Status:

Prev. Prc:

st Date: ice Date: ack on Mkt:

ffer Status Dt:

ithdrawn Dt:

and Date:

cpire Dt:

OM:

New Date: Data Change Dt.: Sell Price:

Sold Date: Fin. Type:

CM Buyer Brk: Var Rate Com.: Named Except.: Seller Conc.: Licensee Inter.: Misc Info:

Pts-B/S: Delete Date: Type of Sale: Contract Type:

CM Sub/Ag Bkr:

Exclusive Right to Sell

4.000%

4.000%

No

Yes

Nο

Lmted. Serv:

Bidr Excl:

The information contained herein is provided for general information purposes only and if material to the user should be verified by the user or by a qualified expert. Taxes may not include Special Assessments or additional Municipal fees. CAUTION: Buyer should verify total square footage formula, total square footage/acreage jures, land, building or room dimensions, if material. Below-grade areas may not meet building code housing requirements. Equal housing opportunity listing. DOM now uses pending date, not sold date

© 2014 RANW MLS 01/16/2014 02:52 PM

WB-13 VACANT LAND OFFER TO PURCHASE

1	LICENSEE DRAFTING THIS OFFER ON January 16, 2014 [DATE] IS (AGENT OF BUYER)
2	(AGENT OF SELLER) STRIKE THOSE NOT APPLICABLE
	GENERAL PROVISIONS The Buyer, Clover Homes INC, offers to purchase the Property
4	100
	known as [Street Address] of Menasha, County of Calumet, Wisconsin (Insert
5	additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
/	■ PURCHASE PRICE: Mileter Chousand sight hundred 5-15ty + 00/100 —
9	
In	■ EARNEST MONEY of \$ accompanies this Offer and earnest money of \$ 500.00
11	will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or
12	
12	■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14	■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15	date of this Offer not excluded at lines 18-19, and the following additional items: n/a
16	
17	
18	■ NOT INCLUDED IN PURCHASE PRICE: n/a
10	•
20	CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21	and will continue to be owned by the lessor.
22	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23	included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
24	■ ZONING: Seller represents that the Property is zoned: PUD
25	ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26	copies of the Offer.
27	CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28	running from acceptance provide adequate time for both binding acceptance and performance.
29	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before January 20, 2014 . Seller may keep the Property on the
30	or before
31	market and accept secondary offers after binding acceptance of this Offer. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
32	OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OP
33	OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
34	OF ADELECT DIANK
35	OR ARE LEFT BLANK. DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
36	written nations to a Barty shall be effective only when accomplished by one of the methods specified at lines 38-36.
38	(1) <u>Personal Delivery</u> : giving the document or written notice personally to the Party, or the Party's recipient for delivery if
40	Seller's recipient for delivery (optional): THOMAS WERTH-COLDWELL BANKER THE REAL ESTATE GROUP
41	Buyer's recipient for delivery (optional): SUEANNE HARTFIEL - HARTFIEL REALTY (2) Fax: fax transmission of the document or written notice to the following telephone number:
42 43	Sollar: ()
11	(3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45	commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 of 41, for
46	dolivory to the Party's delivery address at line 49 or 50
47	(4) <u>U.S. Mail:</u> depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49	Delivery address for Seller:
50	Delivery address for Division
51	(5) F-Mail: electronically transmitting the document or written notice to the Party's e-mail address, it given below at line
	EE or EG. If this is a consumer transaction where the property being burchased of the sale proceeds are used printary for
53	personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
54 55	E-Mail address for Seller (optional): twerth@new.rr.com
56	F-Mail address for Ruyer (ontional): hartfielrealty@gmail.com
57	PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller
	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
	Phone: (920)627-3612 Fax: 920 840 6060 Untitled

59 60	Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61	free of all debris and personal property except for personal property belonging to current tenants, or that sold to buyer or let
62	with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.
63	PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
64	WINCH WAS received by Duyer prior to
65	identified in the Seller's disclosure report dated, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
66 67	and NO CONDITION REPORT AVAILABLE
68	
69	INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT
70	CLOSING This transaction is to be closed no later than 1-31-2014
71	at the place selected by Seller, unless otherwise agreed by the Parties in writing.
72	original charges property owners association
73	real estate taxes, rents, prepaid insurance (ii assumed), private and municipal charges, property extracts and none
74	diseasements, rue and fundamental are other providing if date of closing value will not be used.
75 76	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77	Real estate taxes shall be prorated at closing based on ICHECK BOX FOR APPLICABLE PRORATION FORMULAJ.
78	The net general real estate taxes for the preceding year, or the current year it available (Net general real estate
79	to the state of th
80	APPLIES IF NO BOX IS CHECKED)
81	Current assessment times current mill rate (current means as of the date of closing)
82	(c) which is a law assert will rate (ourrent means as of the date of closing)
83	
84 85	CAUTION. Divisor is informed that the actual real estate taxes for the year of closing and subsequent years may be
86	aubatantially different than the amount used for highlight especially in palibactions involving new concuracions
87	extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the room assessment
88	The state the real estate toyon, through the day prior to closing based upon the taxes on
89 90	the actual tay hill for the year of closing, with Buyer and Seller each owing his or her pro-rata snare. Buyer snail, within 5
91	days of receipt, forward a copy of the hill to the forwarding address Seller agrees to provide at closing. The Faitles shall
92	re-prograte within 30 days of Ruyer's receipt of the actual tax bill. Buyer and belief agree this is a post-closing obligation
93	and is the responsibility of the Parties to complete, not the responsibility of the real estate prokers in this transaction.
94	LEACEN DOODERTY I If Property is currently leased and lease(s) extend beyond closing, belief stidli assign belief a rights
95	s under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96	Year of the second of the seco
97	N/A COVERNMENT PROCEAMS: Seller shall deliver to Buyer within days of acceptance of this Offer, a list of all
98 99	todayal state county and local conservation farmland environmental or other land use programs, agreements, restrictions,
400	or concernation accompate which apply to any part of the Property (e.g., lattillario preservation agreements, identically
400	preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserved Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs).
400	s was the face withdrawal charace or payback obligations pending of correlative deterriby, it differently this continuously will be
105	the deadline for delivery, whichever is earlier, a holice terminating this offer based upon the doc recording programs
	requirements, and/or amount of any penalty, fee, charge, or payback obligation. CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,
109	incurs any costs, penalties, damages, or fees that are imposed because the program is not continued and success
110	n Parties agree this provision survives closing.
111	This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
440	a annuages sustainable terestry on private woodignas by requiring and deleging brought gases. Orders designating teres at
11!	5 new owner must sign and file a report of the change of ownership of a form provided by the Department of Matara Program rules.
111	9 the property to be withdrawn from the program and may result in the assessment of penalties. I stimulate the
12	o local DNR forester or visit http://www.dnr.state.wi.us .

121 FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

123 CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and

occupied for farming or grazing purposes. 124

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be 125 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a 126 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization 127 128 Section or visit http://www.revenue.wi.gov/.

130 FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 131 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection 132

Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information. 133

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department 134 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective 135 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more 137 information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/. 138

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more 139 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land 140 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface 141 142 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any. 145

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change 147 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties. 149

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING | Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary 151 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later 153 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed 154 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, 156 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on 157 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

DEFINITIONS

- 160 ■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or 161 written notice physically in the Party's possession, regardless of the method of delivery.

 CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are 162
- 163 defined to include: 164
- a. Proposed, planned or commenced public improvements or public construction projects which may result in special 165 assessments or otherwise materially affect the Property or the present use of the Property. 166
- b. Government agency or court order requiring repair, alteration or correction of any existing condition. 167
- c. Land division or subdivision for which required state or local approvals were not obtained. 168
 - d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 169 A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland 170 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program. 171 172
- Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) 173 (where one or both of the properties is used and occupied for farming or grazing). 174
- Material violations of environmental rules or other rules or agreements regulating the use of the Property. 175
- h. Conditions constituting a significant health risk or safety hazard for occupants of the Property. 176
- Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, 177 including, but not limited to, gasoline and heating oil. 178
- A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, 179 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the 180 premises. 181
- Production of methamphetamine (meth) or other hazardous or toxic substances on the Property. 182
- High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the 183 184
- m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-185 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned 186 according to applicable regulations. 187

(Definitions Continued on page 5) 188

	Property Address: 2996 GEORGETOWN PT. LOC. 125, MEMASIE, WI 51352
89	IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.
90	ENANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written SELLER
91	FINANCING CONTINGENOT: This chief is containing the property of the property o
92	FINANCING [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an experiment as described below, within 40 days of acceptance of this Offer. The financing selected shall be in an experiment as described below, within 40 days of acceptance of this Offer. The financing selected shall be in an experiment as described below, within 40 days of acceptance of this Offer. The financing selected shall be in an experiment as described below, within 40 days of acceptance of this Offer. The financing selected shall be in an experiment as described below, within 40 days of acceptance of this Offer.
~~	emount of not locathon \$00.00 for a term of not less than vegit, amortized over not location
~ 4	lattal monthly neumonte of principal and interest shall fine extreed a volvo
0.5	also include 1/19th of the estimated not annual real estate taxes. Nazard Insurance premiums, and private mongage modulino
ne.	promitime. The mortgage may not include a prepayment premium, Buyer agrees to pay discount points and/or loan origination
07	fee in an amount not to exceed 00 % of the loan. If the purchase price under this Otter is modified, the inflanced amount,
QΩ	unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
99	monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
กก	CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 of 202.
201	EVELVED DATE EINANCING. The annual rate of interest shall not exceed 0.00 %.
202	DADIUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed
203	rate shall be fived for months, at which time the interest rate may be increased not more than
204	year. The maximum interest rate during the mortgage term shall not exceed%. Monthly payments of principal
	and interest may be adjusted to reflect interest changes
206	If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
~~	FOC FOX as in an addendum attached per line 525
200	- DUVED'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
200	mortgage lean, and to provide evidence of application promptly HBOH recities to Seller. If Duvel qualifies for the loan december
24.0	in this Offer or another lean acceptable to Buyer Buyer agrees to deliver to Seller a copy of the witten to intritute to
n + +	later than the deadline at line 102. River and Seller agree that delivery of a copy of any written loan communication
040	Coller (even if subject to conditions) shall satisfy the Buyer's financing contingency in diter review of the four
040	semmitment Puwer has directed in writing delivery of the Joan Commitment, buyer's written unection shan
214	accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
045	unaccantability
	OAUTION. The delivered commitment may contain conditions Ruyer must vet satisfy to obligate the lenger to provide
~ 4 7	THE ICAM DIVER DIVER'S LENDER AND AGENIS OF RUYER OR SELLED SHALL NOT DELIVED A CONT
218	COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN AFT HOVAL OF SKILLER'S
	A COCKED ANIED BY A MOTICE OF IMACCEDTARII ITY
220	SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this
221	Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Aeceipt of a copy of Buyer's written
222	commitment.
223	FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already
224	delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225	same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
200	named in this Offer Soller shall then have 10 days to deliver to Bliver while it follows to decision to marke the
227	transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228	extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229	any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
230	■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party
231	in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification.
232	sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233	written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing written notice to Buyer. Buyer understands
234	contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235	and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236	appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.
237	appraisal contingency, not does not right of decision and appraisal contingency appraisal contingency. N/A APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraisal report dated
238	at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239	s at Buyer's expense by a Wisconsin increased of definition in the property equal to or greater than the agreed upor subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upor
240	purchase price. This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to purchase price. This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to purchase price.
24	
	Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upor
243	nurshage price, accompanied by a written notice of termination
24	Seller a copy of the appraisal report which indicates that the appraised value is not equal to or ground indicates that the appraised value is not equal to or ground indicates that the purchase price, accompanied by a written notice of termination. CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whethe deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

- Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not 246 closed/abandoned according to applicable regulations. 247
- Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface 248 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic 249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government 250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing 251 capacity, earth or soil movement, slides) or excessive rocks or rock formations. 252
- Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other 253 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) 254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program. 255
- Lack of legal vehicular access to the Property from public roads. 256
- Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, 257 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of 258 a part of Property by non-owners, other than recorded utility easements. 259
- Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to 260 impose assessments against the real property located within the district. 261
- Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition. 262 t.
- Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the 263 264 Property, or proposed or pending special assessments.
- Burial sites, archeological artifacts, mineral rights, orchards or endangered species. 265
- Flooding, standing water, drainage problems or other water problems on or affecting the Property. 266
- Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides. 267
- Significant odor, noise, water intrusion or other irritants emanating from neighboring property. 268
- Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial 269 injuries or disease in livestock on the Property or neighboring properties. 270
- aa. Existing or abandoned manure storage facilities on the Property. 271

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- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of 272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence. 273
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that 274 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county 275 (see lines 139-145). 276
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion 277 charge or the payment of a use-value conversion charge has been deferred. 278
- DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding 279 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. 280 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under 281 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the 283 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as 285 closing, expire at midnight of that day. 286
- DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 288 significantly shorten or adversely affect the expected normal life of the premises. 289
- <u>FIXTURE</u>: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited 292 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations. 294

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of 302 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

	Property Address: 2996 GEORGETOWN PL Lot: 125, MENASHA, WI 54952 Page 6 of 10, WB-13
306	PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: SINGLE FAMILY
307	RESIDENCE AS PART OF AN HOA
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309	[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310	provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within days of acceptance, delivers
311	written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312	item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313	agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.
314	ZONING CLASSIFICATION CONFIRMATION: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315	STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned
316	and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.
317	SUBSOILS: This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's if neither
318	is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319	would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320	development.
321	PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: This Offer is contingent
322	upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from
323	a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324	be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325	Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326	the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK
327	ALL THAT APPLY: □ conventional in-ground; □ mound; □ at grade; □ in-ground pressure distribution; □ holding tank;
328	other:
329	EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
330	affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
331 332	significantly delay or increase the costs of the proposed use or development identified at lines 306-308.
333	xx APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
334	neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335	granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336	proposed use: APPROVAL OF BUILDING PLAN
337	
338	UTILITIES: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
339	is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340	the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE : □ electricity;
341	☐ gas; ☐ sewer; ☐ water; ☐ telephone; ☐ cable; ☐ other;
342	□ telephone; □ cable; □ other
343	ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE
344	("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345	roads.
346	LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
	neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☒ building permit; ☐
348	occupancy permit; other CHECK ALL THAT APPLY, and delivering
	written notice to Seller if the item cannot be obtained, all within days of acceptance for the Property for its proposed
350	use described at lines 306-308. MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
351	providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
352	registered land surveyor, within days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)
353	expenses. The man shall show minimum of acceptance, at (buyer 5) (benefits) (buyer 5)
255	expense. The map shall show minimum of acres, maximum of acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
	if any, and:
357	The state of the s
	staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359	footage; easements or rights-of-way. CAUTION: Consider the cost and the need for map features before selecting them.
360	Also consider the time required to obtain the map when setting the deadline. This contingency shall be deemed satisfied
361	unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362	delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363	materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

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- HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.
 - CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.
 - <u>DISBURSEMENT</u>: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.
- LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.
- DISTRIBUTION OF INFORMATION

 Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 researching comparable sales, market conditions and listings, upon inquiry.
- MOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

Page 8 of 10, WB-13 porimary upon delivery ive Buyer notice prior er secondary buyers. very of Seller's notice ance of this Offer. All y. nding acceptance; (3) and Deadlines in this adline is a breach of easonable time of the
ty by warranty deed ther conveyance as nees and agreements ded building and use disclosure report and
ecute the documents
in the amount of the in. Seller shall pay all by Buyer's lender. Is) (Buyer's) STRIKE or recorded after the title insurance policy ent or equivalent gap is 442-449). It is the required title ince ("15" if left blank), is the merchantable per surance requirements
sarance requirements

	Property Address: 2996 GEORGETOWN PL Lot: 125, MENASHA, WI 54952 Page 8 of 10, WB-13
405	N/A SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406	of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407	to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408	Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409	that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than days after acceptance of this Offer. All
410	other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.
411	TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412	occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this
413	Offer except: None.
414	If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415	contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416	date or Deadline is allowed before a breach occurs.
417	TITLE EVIDENCE
418	■ CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419	(or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420	provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421	entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422	restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423	in this Offer, general taxes levied in the year of closing and NONE
424	
425	
426	which constitutes may be stable title for a warrance of this transaction. Calley shall complete and execute the documents
427	which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 429	necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee. <u>TITLE EVIDENCE</u> : Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430	purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431	costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.
432	The state of the s
433	ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434	effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435	exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436	coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).
437	
438	insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
439	showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440	lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441	
442	■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of
443	objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444	such event, Seller shall have a reasonable time, but not exceeding _5_ days ("5" if left blank) from Buyer's delivery of the
445	notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446	closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447	
448	written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449	extinguish Seller's obligations to give merchantable title to Buyer.
	SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this
	Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.
452 453	CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454	one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455	relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456	sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457	fees for other public facilities, as defined in Wis. Stat. & 66.0617(1)(f).

458 ADDITIONAL PROVISIONS/CONTINGENCIES | SELLER TO PAY HOA FEES UNTIL LOT IS PURCHASED BY A THIRD PARTY. SELLER TO PROVIDE FINANCING AT A RATE OF 0% INTEREST AND ZERO PAYMENTS UNTIL LOT IS SOLD TO AN END BUYER AND NO SOONER THAN COMPLETION OF CONSTRUCTION. SELLER SHALL 461 PERMIT BUYER TO BUILD ONE SINGLE STANDING STRUCTURE AND TO BEGIN AT TIME THAT THE BUILDER SHALL SEE FIT. HOA FEES TO BE PAID UP TO DATE AT TIME OF CLOSING. 462

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

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- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.
 - If Seller defaults, Buyer may:
 - (1) sue for specific performance; or
 - (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
 - In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

496 material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported

to the Wisconsin Department of Natural Resources.

	Property Address: 2996 GEORGETOWN PL Lot: 125, MENASHA, WI 54952 Page	10 of 10, WB-13
503	N/A INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 488-502)	. This Offer
	is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which d	
	Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party	
	an inspection of	
	(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer sh	all order the
	inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recomm	
	written report resulting from an authorized inspection performed provided they occur prior to the deadline specified	
	Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.	
	CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspec	tion(s) as
	well as any follow-up inspection(s).	x.o(0), ao
	This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to Seller a copy of	f the written
	inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice	
	CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.	
	For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of	
		or writeri tite
	Buyer had actual knowledge or written notice before signing this Offer.	Defeate If
	■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the	
	Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within	
	Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a	
	workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to c	
	Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report	
	Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller v	vill not cure
	or (b) Seller does not timely deliver the written notice of election to cure.	
525	XX ADDENDA: The attached BROKER DISCLOSURE TO CUSTOMERS is/are made part of the state of the sta	of this Offer.
526	ADDITIONAL PROVISIONS/CONTINGENCIES NONE	
527		
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532 533 534	This Offer was drafted by [Licensee and Firm]SUEANNE_HARTFIEL	
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532 533 534 535 536	HARTFIEL REALTY LLC on January 16, 2014	16 2014
532 533 534 535 536 537	HARTFIEL REALTY LLC on January 16, 2014	16, 2014
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532 533 534 535 536 537 538	HARTFIEL REALTY LLC on January 16, 2014 (X) J - Lon / Lon January Buyer's Signature A Print Name Here Clover Homes INC (X)	Date ▲
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532 533 534 535 536 537 538 539 540	HARTFIEL REALTY LLC on January 16, 2014 (X) J - Lon / Lon January Buyer's Signature A Print Name Here Clover Homes INC (X)	Date ▲
532 533 534 535 536 537 538 539 540	HARTFIEL REALTY LLC on January 16, 2014 (x) J. Cor / Log January Buyer's Signature ▲ Print Name Here ▶ Clover Homes INC (x) Buyer's Signature ▲ Print Name Here ▶ EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer	Date ▲
532 533 534 535 536 537 538 539 540 541	HARTFIEL REALTY LLC on January 16, 2014 (x) J. COR / Lory January Buyer's Signature ▲ Print Name Here ▶ Clover Homes INC (x) Buyer's Signature ▲ Print Name Here ▶ EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer Broker (By)	Date ▲ Date ▲ er.
532 533 534 535 536 537 538 539 540 541 542 543	HARTFIEL REALTY LLC on January 16, 2014 (x) J. Lori Lory January Buyer's Signature ▲ Print Name Here ▶ Clover Homes INC (x) Buyer's Signature ▲ Print Name Here ▶ EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer Broker (By) SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN Tile	Date ▲ Date ▲ er.
532 533 534 535 536 537 538 539 540 541 542 543 544	HARTFIEL REALTY LLC on January 16, 2014 (X) Buyer's Signature ▲ Print Name Here ▶ Clover Homes INC (X) Buyer's Signature ▲ Print Name Here ▶ EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer Broker (By) SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN TIS SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY.	Date A Date A er. HIS OFFER OPERTY ON
532 533 534 535 536 537 538 539 540 541 542 543 544	HARTFIEL REALTY LLC on January 16, 2014 (x) J. Lori Lory January Buyer's Signature ▲ Print Name Here ▶ Clover Homes INC (x) Buyer's Signature ▲ Print Name Here ▶ EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer Broker (By) SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN Tile	Date A Date A er. HIS OFFER OPERTY ON
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/acant Land i0055706Active

869 EDEN CT Lot: 89 City of Menasha, WI 54952

ist: Thomas Werth (920) 205-7587 of Coldwell Banker The Real Estate Group (800) 236-1550 / () -

Firm: 2008 Off: 0 Agt: 101758

MLS Area:

202 / FV - Menasha

Subdivision:

Lake Park Villas

County:

Calumet

City (Mailing):

MENASHA

Net Taxes* / Year:

TBD / 11

Prop. Tax ID:

770170089

Plat Map Sect. #: Restr. Covenant:

Flood Plain:

Yes

Unknow n

School District:

Appleton Area

Elem. School:

Middle School:

High School:

Ad Code:

BA8TX

Description

Data No

Description

Data

Source of Data

√aterfront ody of Water:

ody of Water Type: st. Water Frontage: rc. of Frontage Data:

Site Area SqFt (Pre-2007):

Site Frontage (Pre-2007): Site Depth (Pre-2007):

Est. Acreage: Est. Lot Size: .19

Est. Total SqFt of Lot:

Plat Map/Survey Plat Map/Survey

8451

Lot info.:

FEATURES

tilities Available: ocation Desc:

Electric, Natural Gas, Cable

Seller Financing: Zoning:

PUD Lev el

Lot Description:

Agent Information:

Other Water Feat:

liscellaneous: :oads: /ater Avail. to Site:

/aste

Public, Laterals Sewer(In Street)

irections:

Corner of Hwy 10/114 and Lake Park Road

ublic Rems:

Enjoy the carefree lifestyle youve always wanted. Build your custom home at the beautiful Lake Park Villas and forget about the mowing,

landscaping and snow removal. Youll love the landscaped grounds, walking trails and gorgeous ponds with water fountains that create a resortlike feel. Nearby Lake Park Square offers a fitness center, plus more businesses coming soon!

rivate Agent Rems:

Lots are currently owned by the RDA of the City of Menasha and taxes are "TBD". This is NOT a condo development. All builders welcome. Agent Cell # 920-205-7587 / 9209937007

howing Info: ist Date: rice Date:

ack on Mkt:

Iffer Status Dt:

/ithdrawn Dt:

end Date:

xpire Dt:

New Date:

Data Change Dt.: Photo Date:

Prev. Prc:

Prev Status:

Delete Date:

Sell Price: Sold Date:

Fin. Type:

Seller Conc.:

Misc Info: Pts-B/S: Type of Sale: CM Sub/Ag Bkr:

CM Buyer Brk: Var Rate Com.:

No

4.000%

4.000%

Named Except.: Licensee Inter.:

Yes No

Contract Type:

Exclusive Right to Sell

Lmted. Serv:

Bldr Excl:

OM: The information contained herein is provided for general information purposes only and if material to the user should be verified by the user or by a qualified expert. *Taxes may not include Special Assessments or additional Municipal fees. CAUTION: Buyer should verify total square footage formula, total square footage/acreage igures, land, building or room dimensions, if material. Below-grade areas may not meet building code housing requirements. Equal housing opportunity listing. DOM now uses pending date, not sold date

© 2014 RANW MLS 01/16/2014 01:26 PM

WB-13 VACANT LAND OFFER TO PURCHASE

4	LICENSEE DRAFTING THIS OFFER ON
1	(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
2	CENERAL PROVISIONS The Ruyer Clover Homes INC
	, offers to purchase the Property
4	
_	Menasha County of Calumet Wisconsin (Insert
6	in the City of Menasha , County of Cardinet , Wisconsin (Insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
7	additional description, if any, at lines 436-464 of 526-534 of all all as all additional description, if any, at lines 436-464 of 526-534 of all all as all additional fields.
8	■ PURCHASE PRICE: nineteen thousand eight hundred bibty too /100 Dollars (\$ 19850).
\sim	$\frac{1}{100}$
10	■ EARNEST MONEY of \$ accompanies this Offer and earnest money of \$ 500.00
11	will be mailed, or commercially or personally delivered within days of acceptance to listing broker or
12	
13	■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14	■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15	date of this Offer not excluded at lines 18-19, and the following additional items: n/a
16	
17	
18	■ NOT INCLUDED IN PURCHASE PRICE: n/a
40	
20	CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21	and will continue to be owned by the lessor.
22	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22	included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
O 4	= ZONING: Sollar represents that the Property is zoned: PUI)
24 05	ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
25	ACCEPTANCE Acceptance occurs when an buyers and concretions agreed and concretions
26	copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
27	running from acceptance provide adequate time for both binding acceptance and performance.
28	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
29	or before January 20, 2014 Seller may keep the Property on the
30	or before Seller may keep the Property on the
31	market and accept secondary offers after binding acceptance of this Offer.
32	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer. OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OPTIONAL PROVISIONS.
33	OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY ANOT EN BOX () / THE MARKED "N/A"
34	OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35	OR ARE LEFT BLANK.
36	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
37	written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38	(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39	named at line 40 or 41. Seller's recipient for delivery (optional): THOMAS WERTH-COLDWELL BANKER THE REAL ESTATE GROUP
41 42	(2) Fax: fax transmission of the document or written notice to the following telephone number:
43	Sellor: ()
11	(3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45	commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 of 41, for
10	dolivon, to the Party's delivery address at line 49 or 50
47	(4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48	or to the Party's delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49	Delivery address for Seller:
5 1	(5) E-Mail: electropically transmitting the document or written notice to the Party's e-mail address, if given below at line
52	EE or EE. If this is a consumer transaction where the property being burchased of the sale proceeds are used printally for
E 2	porconal family or household nurnoses, each consumer provining an e-mail address below has his consented decironically
54	to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by rederantaw.
55	F-Mail address for Seller (optional); twerth@new.rr.com
56	E-Mail address for Buyer (optional): hartfielrealty@gmail.com
57	PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit https://www.dnr.state.wi.us.

121 FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes. 122

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and 123

occupied for farming or grazing purposes.
USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more 126 127 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit http://www.revenue.wi.gov/. 129

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 130 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection 131

Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information. 133

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department 134 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of 136 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more 137 information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land 138 140 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum 141 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must 142 143 conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. 144 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or 146 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change 147 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects 148 Seller has agreed to cure have been repaired in the manner agreed to by the Parties. 149

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING | Seller shall maintain the Property until the earlier of 150 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, 152 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later 153 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, 155 156 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall 158 be held in trust for the sole purpose of restoring the Property. 159

DEFINITIONS

- 160 ■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

 CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are 162
- 163 defined to include:
- a. Proposed, planned or commenced public improvements or public construction projects which may result in special 165 assessments or otherwise materially affect the Property or the present use of the Property. 166
- Government agency or court order requiring repair, alteration or correction of any existing condition. 167

c. Land division or subdivision for which required state or local approvals were not obtained. 168

- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations. 169
- e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland 170 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 171 111-120), Conservation Reserve (see lines 134-138), or comparable program. 172
- Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) 173 f. (where one or both of the properties is used and occupied for farming or grazing). 174
- Material violations of environmental rules or other rules or agreements regulating the use of the Property. 175

Conditions constituting a significant health risk or safety hazard for occupants of the Property.

- 176 Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, 177 including, but not limited to, gasoline and heating oil. 178
- A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, 179 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the 180 premises. 181

Production of methamphetamine (meth) or other hazardous or toxic substances on the Property. 182 k.

- High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the 183 184
- Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-185 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned 186 according to applicable regulations. 187

(Definitions Continued on page 5)

244 deadlines provide adequate time for performance.

	Property Address: 869 EDEN CT Lot: 89, MENASHA, WI 54952
00	IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.
89 00	The second secon
	to the state of th
~~	unless otherwise provided shall be adjusted to the same percentage of the purchase price as in the some general
90	monthly payments shall be adjusted as necessary to a provide ATTIME 201 or 202
99	CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.
	THE FIVE DIATE FINANCING. The applied rate of interest shall not exceed U.UU %.
201	%. The initial interest
202	wenths at which time the interest rate may be increased not indicated.
203	- 70. IVIUILIIV DAVINCIII OI PINIOPAI
204	
205	and interest may be adjusted to reflect interest changes. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
_	end for the second-lead-use attached por Upo 626
	THE PLANT CONTRACTOR OF CAPACITY PROPERTY OF A PARTY OF CHIEF CONTRACTOR OF CONTRACTOR
	the results and to provide evidence of application promptly liber replies to belief. If buyer qualifies for the loan decision are
	The state of the state of the property of the private
	The state of the state of the state and Collar sarage from the transfer of a Collar William William Collar Sarage and Co
	and the state and them and them are a state to the state of the state
	The same and the standing walled the substitute additional control control control of the standing and the s
213 214	accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
	······································
	and the second s
	THE PLACE DIVER DIVERSE LENDED AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A SELLER
 218	COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
	A GOORD ANIED DV A MOTICE OF HNACCEDTARII II V
	- OF LED TERMINATION DICLITS: If Duyor does not make timely delivery of said commitment, belief flidy tellshinate this
221	Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
	- Financial China Vall ADILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already
	the second and a second and the seco
	including copies of lander(c)' rejection letter(s) or other evidence of unavailability. Unless a specific leaf during is
000	marked in this Offer Coller chall then have 10 days to deliver to bliver written flotice of delicits decidion to make and
007	transportion on the came terms set forth in this Ofter and this Offer Shall remain in full force and effect, with the time for sideg
229	extended accordingly. If Seller's notice is not timely given, this Offer shall be hull and void. Duyer authorizes soller to select
000	any gradit information reasonably appropriate to determine Bilver's credit worldliness for Schol information.
000	= IF THE OFFED IS NOT CONTINGENT ON FINANCING: Within / days of acceptance, a intalicial institution of time party
001	in control of Puvor's funds shall provide Seller with reasonable Written VerillCallott that buyer has, at the time of verification,
000	e sufficient funds to close. If such written verification is not provided. Seller has the highly to terminate this oner by delivering
222	written notice to Buyer Buyer may or may not obtain mortgage financing but goes not need the protection of a mignory
234	contingency. Soller agrees to allow Buyer's appraiser access to the Property for purposes of all appliatall buyer understands
235	s and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236	e appraisal contingency, nor does the right of access for an appraisal constitute a finalicing contingency.
237	ADDDAIGAL CONTINGENCY: This Offer is contingent upon the Buyer of Buyer's lender naving the Property appraised
238	at Buyor's expense by a Misconsin licensed or certified independent appraiser who issues an appraisal report dated
239	aubacquent to the date of this Offer indicating an appraised value for the Property equal to be greater than the agreed upon
240	have been price. This contingency shall be deemed satisfied unless Buver, Within days of acceptance, delivers to
24	Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed appraise
242	nurshans price cocompanied by a written notice of termination
243	caution: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
	· III · II · II · II · II · II · II ·

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not 246 closed/abandoned according to applicable regulations. 247
- Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface 248 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic 249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government 250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing 251 capacity, earth or soil movement, slides) or excessive rocks or rock formations. 252
- Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other 253 p. contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) 254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program. 255
- Lack of legal vehicular access to the Property from public roads. 256 q.
- Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, 257 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of 258 a part of Property by non-owners, other than recorded utility easements. 259
- Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to 260 impose assessments against the real property located within the district. 261
- Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition. 262 t
- Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the 263 Property, or proposed or pending special assessments. 264
- Burial sites, archeological artifacts, mineral rights, orchards or endangered species. 265 V.
- Flooding, standing water, drainage problems or other water problems on or affecting the Property. 266
- Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides. 267
- Significant odor, noise, water intrusion or other irritants emanating from neighboring property. 268 ٧.
- Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial 269 injuries or disease in livestock on the Property or neighboring properties. 270
- aa. Existing or abandoned manure storage facilities on the Property. 271

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- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of 272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence. 273
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that 274 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county 275 (see lines 139-145). 276
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion 277 charge or the payment of a use-value conversion charge has been deferred. 278
- DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding 279 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under 281 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 282 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the 283 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as 285 closing, expire at midnight of that day. 286
- DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 288 significantly shorten or adversely affect the expected normal life of the premises. 289
- FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited 292 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and 293 docks/piers on permanent foundations. 294

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7. 296

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

		Page 6 of 10, WB-13
	Property Address: 869 EDEN CT Lot: 89, MENASHA, WI 54952 XX PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: S:	INGLE FAMILY
	TXX PROPOSED USE CONTINGENCIES. Buyer is purchasing the Proposty for the purpose	
307	RESIDENCE AS PART OF AN HOA	
308	[insert proposed use and type and size of building, if applicable; e.g. three bedroom single far	nily home]. The optional
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310		illiating will case special
311	item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer sha	Il be null and void. Seller
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313	agrees to cooperate with Buyer as necessary to satisfy the contingention of the satisfy the contingent upon Buyer obtain ZONING CLASSIFICATION CONFIRMATION: This Offer is contingent upon Buyer obtain	ing, at (Buyer's) (Seller's)
314	STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned	
315		ped at lines 306-308.
316	subsoils: This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) (STRIKE)	ONE ("Buyer's if neither
317		ly Subson containen innen
318	would make the proposed use described at lines 306-308 impossible or significantly incr	ease the costs of such
319	alas salam menomet	
320	development. PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:	This Offer is contingent
321	E	1126' Militali engenee nom
322	rice density that (a) the soils at the Property locations selected by buyet, ally (b) all the	Jule Conditions mat mast
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325	the transfer DOMITC that is approved by the State for use With the IVDE OF DIODERLY JUDINIEU at	III 103 000 000 <u>0112011</u>
326		stribution; I holding tank;
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328 329	EACEMENTS AND DESTRICTIONS: This Offer is contingent upon Buyer obtaining, at (B	uyer's) (Seller's) STRIKE
330	CONT. (ID	OVERIALITY AND LOCKHOUSE
331	effecting the Droporty and a written determination by a gualined independent tilluparty that	HOHO OF GROOD Profited
332	the delicities of the proposed lise or development the first of the proposed lise or development the first distribution	300-300.
333	APPROVALC. This Offer is contingent upon RUVAr obtaining at IDUVELSI (Julius) IV	STRINE CITE (Bays, a
334	tu takataran ayaranga pormito opprovote and ilconege as appropride. Ut the illiai u	iscrottorially action wy
335	granting authority prior to the issuance of such permits, approvals and licenses, for the following	ig items related to Buyer's
336		
337	TO A VO W A VICTORY	ONE ("Puwor's" if neither
338	UTILITIES: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE	s (e.g. on the Property at
339	is stricken) expense, written verification of the following utility connections at the listed location	: (c.g., on the reperty, at
340	the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: electricity	
341	Other	
342		(Seller's) STRIKE ONE
343		to the Property from public
344		
345		STRIKE ONE ("Buyer's" if
346	r	C. E ballang permit —
347	Note that the state of the sta	AT AFFELL , and donvoing
348 349	occupancy period. It is the second of within the days of acceptance for the	Property for its proposed
350	a use described at lines 206 209	
054	MAD OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing	g) STRIKE ONE ("Seller
352	s were taken it is a taken to attick on a Man of the Property dated subsequent to the date of acceptance	Of this Other prepared by a
353	a registered land curvoyer within days of accentance at (BIIVer's) (Seller's) IS I TINE UNELL SE	THE S II HOLLION TO CENTRALLY
354	4 average The man shall show minimum of acres maximum of acres maximum of	the legal description of the
355		location of improvements,
356	o if any mode	
357	7 ICTRICE AND COMPLETE AS APPLICABLE 1 Additional map features which may be added inc	lude, but are not limited to.
358	a station of all corners of the Droporty: identifying dedicated and apparent streets, lot ultitelision	S, lotal acroage or equals
359	o testage: ecomonic or rights of way. CALITION: Consider the cost and the need for may lead in	ea neight acteomia mann
360	o Alex consider the time required to obtain the man when setting the deadline. I IIIS CONBINGTION	y Shan be decined banding
36	develope Divier within five days of the earlier of: (1) Rilver's receipt of the map; of (2) the deading	ie for delivery of said maps
36	a delivere to Seller a copy of the man and a written notice which identifies: (1) the significant end	roadimidit, (2) midimation
36	3 materially inconsistent with prior representations; or (3) failure to meet requirements stated within	una conungency.
36	4 Upon delivery of Buyer's notice, this Offer shall be null and void.	Untitled

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of 365 366 rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

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- HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker 371 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or 373 otherwise disbursed as provided in the Offer.
 - CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.
- <u>DISBURSEMENT</u>: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse 380 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) 383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an 384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement. 386
 - <u>LEGAL RIGHTS/ACTION</u>: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.
- 395 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the 396 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple 398 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information 399 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers 400 researching comparable sales, market conditions and listings, upon inquiry. 401
- NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons 402 registry by contacting the Wisconsin Department of Corrections on the Internet at registered with the 403 http://www.widocoffenders.org or by telephone at (608) 240-5830.

	Property Address: 869 EDEN CT Lot: 89, MENASHA, WI 54952		
	This Offer shall become primary upon delivery		
405	of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior of written notice to Buyer that this Offer is primary.		
406	of written notice to Buyer that this Offer is primary. Offices officerwise provided, officer is not obligated to be made primary ahead of other secondary buyers.		
407			
408	to any deadline, nor is any particular secondary buyer given the notice of withdrawal to Seller prior to delivery of Seller's notice Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice		
409	The state of the sign of the sign of the state of the sta		
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412	occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this		
	with the same and		
415	ontract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the		
416	date or Deadline is allowed before a breach occurs.		
418	- CONTROL OF TITLE HE AN ADVISOR OF THE PROPERTY OF THE PROPER		
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420	the transfer force and along of all long and another proper except minimizing and zoniting ordinarious and agree		
	and the state of the distribution of the filling and the state of the distribution of the state		
421	restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and		
423	III this offer, general taxes levice in the your or dooring and		
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428	necessary to record the conveyance at Seller's cost and pay the Wisconsin Federal pay the Wisconsin Federal pay and TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in Wisconsin Seller shall pay all		
429	<u>ITTLE EVIDENCE</u> : Seller shall give evidence of the interior of an owner of percentage in Wisconsin. Seller shall pay all purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all		
430	purchase price on a current ALTA form issued by an insured licensed to which the internation in insured by Buyer's lender. costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's ISTRIKE		
431	costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence of Seller's) STRIKE		
432	costs of providing title evidence to buyer. Buyer shall pay all costs of providing title evidence to buyer shall pay all costs of providing title evidence to buyer shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE		
433	ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the		
434	effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy		
435	effective date of the title insurance committeent and before the decorate in the date of the title company will issue the endorsement. If a gap endorsement or equivalent gap exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap		
436	exclusions and exceptions, provided the title domparty with the second party with a coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).		
437	coverage is not available, Buyer may give written holde that title is not available, buyer may give written holde that title is not available, buyer may give written holde that title is not available, buyer may give written acceptable if the required title is not available. PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title is not available, buyer may give written acceptable if the required title is not available.		
438	PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be deseptiance ("15" if left blank), insurance commitment is delivered to Buyer's attorney or Buyer not more than days after acceptance ("15" if left blank), insurance commitment is delivered to Buyer's attorney or Buyer not more than days after acceptance ("15" if left blank),		
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440	The state of the state of the state of the process of the process of the state of t		
441	and acceptions, as appropriate		
442	and exceptions, as appropriate. TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of		
444	the supplied of the state of th		
445	to deliver notice etating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for		
446	S. Flaning In the event that Coller is unable to remove said objections. Buver may deliver to belief written notice warming and		
447	, shipstipps, and the time for electing shall be extended accordingly. It bliver goes flot waive the objections, buyer onch down as		
448	the control of the co		
449	o extinguish Seller's chligations to give merchantable title to Buver.		
150	SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this		
45	. Offer shall be noted by Soller no later than closing. All other special assessments shall be paid by buyer.		
452	A A CHICAGO COLOR CONTROL DE CONT		
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450	s sower mains and hook-in/connection and interceptor charges), parks, street lighting and discourse in the second		
	7 fees for other nublic facilities, as defined in Wis. Stat. 8 00.00 17 (1)(1):		
45	ADDITIONAL PROVISIONS/CONTINGENCIES SELLER TO PAY HOA FEES UNTIL LOT IS PURCHASED BY A THIRD PARTY. SELLER TO PROVIDE FINANCING AT A RATE OF 0% INTEREST AND ZERO PAYMENTS UNTIL THIRD PARTY. SELLER TO PROVIDE FINANCING AT A RATE OF 0% INTEREST AND ZERO PAYMENTS UNTIL THIRD PARTY. SELLER TO PROVIDE FINANCING AT A RATE OF 0% INTEREST AND ZERO PAYMENTS UNTIL		
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	O LOT IS SOLD TO AN END BUYER AND NO SOUNDING STRUCTURE AND TO BEGIN AT TIME THAT THE BUILDER		
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DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the 466 defaulting party to liability for damages or other legal remedies. 467

If Buyer defaults, Seller mav:

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- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 469 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for 470 actual damages. 471

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

475 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the 476 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of 478 law those disputes covered by the arbitration agreement. 479

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD 480 READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE

CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and 486 inures to the benefit of the Parties to this Offer and their successors in interest. 487

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of 488 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, 490 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building 491 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in 493 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's 494 authorization for inspections does not authorize Buyer to conduct testing of the Property.

495 NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the 496 test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other 497

material terms of the contingency. Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed 499 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. 500

Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported

to the Wisconsin Department of Natural Resources.

	Page 10 of 10, WB-13
	Property Address: 869 EDEN CT Lot: 89, MENASHA, WI 54952
503	N/A INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
505	s contingent upon a qualified independent inspector(s) conducting at inspection(e), or the violation of the party performing Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
	the state of the s
510	Inspection(s) shall be performed by a qualified independent inspector of independent qualified inspection(s), as CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
511	CAUTION: Buyer should provide sumicient time for the primary inspection discretizing any operation
512	well as any follow-up inspection(s).
513	well as any follow-up inspection(s). This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to Seller a copy of the written. This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to Seller a copy of the written.
516	For the purposes of this contingency. Defects (see lines 287-289) do not include conditions the nature and sweet and
	The second of th
521	workmanlike manner and (3) delivering to Buyer a written report detailing the work don't within 5 days. Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
522	Offer shall be null and void if Buyer makes timely delivery of the Notice of Delevidelis and Willow Indiana Seller will not cure
523	Soller does not have a right to cure or (2) Soller has a right to cure but. (a) Soller doily or white it was a right to cure or (2) Soller has a right to cure but.
524	or (b) Seller does not timely deliver the written notice of election to cure.
525	XX ADDENDA: The attached BROKER DISCLOSURE TO CUSTOMERS Is at a made part of this state.
526	ADDITIONAL PROVISIONS/CONTINGENCIES NONE
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528 529 530 531 532 533 534 535 536 537 538 540 541 542 543	This Offer was drafted by [Licensee and Firm] SUEANNE HARTFIEL HARTFIEL REALTY LLC ON January 16, 2014 (X) January 16, 2014 (X) Buyer's Signature Print Name Here Clover Homes INC (X) Buyer's Signature Print Name Here P
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\$39,900 🗀

/acant Land 50055749Active

917 WHISPER FALLS CT Lot: 82 City of Menasha, WI 54952

ist: Thomas Werth (920) 205-7587 of Coldwell Banker The Real Estate Group (800) 236-1550 / () -

Firm: 2008 Off: 0 Agt: 101758

MLS Area:

202 / FV - Menasha

Subdivision:

Lake Park Villas

County:

Calumet

City (Mailing):

MENASHA

Net Taxes* / Year:

TBD / 11

Prop. Tax ID:

770170082

Plat Map Sect. #:

Restr. Covenant:

Yes

Flood Plain:

Unknow n

School District:

Appleton Area

Elem. School:

Middle School:

High School:

Ad Code:

BA8T7

Source of Data Data Description **Data** escription) Site Area SqFt (Pre-2007): **laterfront** Site Frontage (Pre-2007): ody of Water: Site Depth (Pre-2007): ody of Water Type: Plat Map/Survey .17 Est. Acreage: st. Water Frontage: X Est. Lot Size: rc. of Frontage Data: Plat Map/Survey 7449 Est. Total SqFt of Lot: Lot Info.:

FEATURES

tilities Available:

Electric, Natural Gas, Cable

Seller Financing: Zoning:

PUD

ocation Desc: liscellaneous:

Lot Description: Agent Information: Other Water Feat:

Lev el

Vater Avail. to Site:

Public , Laterals

laste €

Sewer(In Street)

irections:

toads:

Corner of Hwy 10/114 and Lake Park Road

ublic Rems:

Enjoy the carefree lifestyle youve always wanted. Build your custom home at the beautiful Lake Park Villas and forget about the mowing,

landscaping and snow removal. Youll love the landscaped grounds, walking trails and gorgeous ponds with water fountains that create a resortlike feel. Nearby Lake Park Square offers a fitness center, plus more businesses coming soon!

rivate Agent Rems:

Lots are currently owned by the RDA of the City of Menasha and taxes are "TBD". This is NOT a condo development. All builders welcome.

howing Info:

Agent Cell # 920-205-7587 / 9209937007

ist Date: rice Date: New Date:

Data Change Dt.:

Sell Price: Sold Date:

CM Sub/Ag Bkr: CM Buyer Brk: 4.000%

ack on Mkt:

Photo Date:

Var Rate Com.:

No Yes

4.000%

Iffer Status Dt:

Prev. Prc:

Fin. Type: Seller Conc.: Misc Info:

Named Except.: Licensee Inter.:

No Exclusive Right to Sell

Vithdrawn Dt: end Date:

Prev Status: **Delete Date:**

Pts-B/S: Type of Sale: Contract Type:

xpire Dt:

Lmted. Serv:

No

Bldr Excl:

OM: The information contained herein is provided for general information purposes only and if material to the user should be verified by the user or by a qualified expert. *Taxes may not include Special Assessments or additional Municipal fees. CAUTION: Buyer should verify total square footage formula, total square footage/acreage igures, land, building or room dimensions, if material. Below-grade areas may not meet building code housing requirements. Equal housing opportunity listing. DOM now uses pending date, not sold date

© 2014 RANW MLS 01/16/2014 12:59 PM

WB-13 VACANT LAND OFFER TO PURCHASE

1	LICENSEE DRAFTING THIS OFFER ON January 16, 2014 [DATE] IS (AGENT OF BUYER)
2	(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
3	ACMEDAL DOOVICIONS! The Ruyer Clover Homes INC
4	, offers to purchase the moperty
-	known as [Street Address] 917 WHISPER FALLS CT LOT 82
_	Menasha County of Calumet , Wisconsin (mach
	The state of the s
0	= DIDCHASE PRICE: When thousand blocket rundicide 100-5
3 10	■ EARNEST MONEY of \$ accompanies this Offer and earnest money of \$ 500.00
11	will be mailed, or commercially or personally delivered within days of acceptance to listing broker or
	will be mailed, or outside, or partial of the control of the contr
	■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
1.4	■ THE BALANCE OF FORCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15	date of this Offer not excluded at lines 18-19, and the following additional items: n/a
	date of this offer flot excitated at lines to to, and the
16 17	
17	■ NOT INCLUDED IN PURCHASE PRICE: n/a
19	CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
0.4	and will continue to be award by the Jessar
22	NOTE: The terms of this Offer not the listing contract or marketing materials, determine what items are
22	included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
23	ZONINO, Calley represents that the Droporty is ZONOC' DOLD
24	ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
25	with a of the Office
26	copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
27	the contract of the second of
	TENTENTE A A A BEEN MARK IN TISS Office Is Invaling upon both Dayling Aniv II a CONVOI II II CONVOI VIII II ACCIDENTATION OF THE PROPERTY OF T
29	or before Seller may keep the Property on the
30	or before January 20, 2014 Seller may keep the 1 openty on the market and accept secondary offers after binding acceptance of this Offer.
31	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
	TOBELONAL BROVICIONOL TERMO DETUIS DEFER THAT ARE PRECEDED BY AN OPEN BOX (1 1) ARE TARE OF THE
33	OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
34	OFFER ONLY IF THE BOX IS MARKED SOUTAS WITH AN X. THE FAILE WELL AND A SECOND OF A SECOND
	OR ARE LEFT BLANK. DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
36	
38 39	
40	O. W. A.
41	Divide register to delivery (antional). Subanne dantities - innere for terrer
42	(2) Fax: fax transmission of the document or written holice to the following telephone holice.
43	Seller: () Buyer: () Buyer: ()
44	Seller: () Buyer () Seller: () Sell
45	
46 47	
47	or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49	Delivery address for Seller:
50	
	(d) - 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
52	[xx] (5) E-Mail: electronically transmitting the document of whiter holds to the factor of the sale proceeds are used primarily for 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically personal, family or household purposes, each live and electronic gignstures in the transaction, as required by federal law.
	personal, family or household purposes, each consumer providing an e-mail additional between the providing an e-mail additional and assertion, as required by federal law.
6.0	E Mail address for Seller (ontional): twertnenew.rr.com
56 56	- E Mail address for Duyor (options)): harttiel real EV@ORALL. COM
57	7 PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any harnes Boys.
5	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
	Phone: (920)627-3612 Fax: 920 840 6060 Umitled

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The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to

an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause

the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the

121 FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and

occupied for farming or grazing purposes.

124 USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be 125 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a 126 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization 128 Section or visit http://www.revenue.wi.gov/.

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 131 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection

Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly érodible or environmentally sensitive land and instead to plant a protective 135 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of 136 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more 137 information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more 139 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land 140 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum 141 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. 144 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects 147 148 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING | Seller shall maintain the Property until the earlier of 150 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary 151 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, 152 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later 153 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. 155 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property. 159

DEFINITIONS

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- ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

 CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are
- defined to include: 164
- a. Proposed, planned or commenced public improvements or public construction projects which may result in special 165 assessments or otherwise materially affect the Property or the present use of the Property 166
- Government agency or court order requiring repair, alteration or correction of any existing condition. 167 b.

168 c. Land division or subdivision for which required state or local approvals were not obtained.

- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland 170 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 171 111-120), Conservation Reserve (see lines 134-138), or comparable program. 172
- Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) 173 f. (where one or both of the properties is used and occupied for farming or grazing). 174

Material violations of environmental rules or other rules or agreements regulating the use of the Property. 175

- Conditions constituting a significant health risk or safety hazard for occupants of the Property. 176
- Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, 177 j. including, but not limited to, gasoline and heating oil. 178
- A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, 179 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the 180 181
- Production of methamphetamine (meth) or other hazardous or toxic substances on the Property. 182 k.
- High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the 183 184
- m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-185 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned 186 according to applicable regulations. 187
- (Definitions Continued on page 5) 188

	Properly Address: 917 WHISPER FALLS CT Lot: 62 , Management 12 CT Lot: 62 , Management 13 CT Lot: 62 , Management 13 CT Lot: 62 , Management 14 CT Lot: 62 , Management 14 CT Lot: 62 , Management 15 CT Lot: 62 ,
189	IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.
190	IF LINE 198 IS NOT MARKED ON IS MADE AND A STATE OF THE SELLER INSERT LOAN PROGRAM OR SOURCE] first mortgage [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192	loan commitment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an experiment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an experiment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an experiment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an experiment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an experiment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an experiment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an experiment as described below, within 30 days of acceptance of this Offer.
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	the attenuise provided shall be adjusted to the same nercentage of the purchase price as in this contingency and
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200	CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 OF 202.
201	
202	
203	
204	vear. The maximum interest rate during the mortgage term shall not exceed
205	
206	and interest may be adjusted to reflect interest changes. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207	
208	526-534 or in an addendum attached per line 525. ■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
210	
212	Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
214	accompany the loan commitment. Delivery snall not satisfy this contingency is assumed by
215	unacceptability.
216	unacceptability. CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN THE loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN THE LOAD.
217	COMMITMENT TO SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
219	The state of the s
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	The state of the s
228	extended accordingly. If Seller's notice is not timely given, this Offer shall be fluit and void, buyer authorized constitution
229	
230	· - : E TUIC OFFED IS NOT CONTINGENT ON FINANCINIE. WITHIN / HAVS DI ACCEDIANCE, A intancial modication of a market of
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232	s - utilizione fundo la clasa. If cuch written veritication is not brovided. Seller flas the fluid to terminate una Onor by delivering
	Sometime weaking to Durver, Durver may ar may not obtain morrhand limancing out ques not need the protection of a macross
234	·
221	s, and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this offer is outpost to
23	s annual all continuous year door the right of access for an appraisal constitute a intalicity continued by
23	appraisal contingency, nor does the light of access for all appraisal contingency appraisal contingency. This Offer is contingent upon the Buyer or Buyer's lender having the Property appraisal report dated
23	at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
23	subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to purchase price. This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to
24	
24	
24	purchase price, accompanied by a written notice of termination. CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
24	3 CAUTION: An appraisal dideled by buyer stender may not be recorded and a control of the stender of the for performance.
24	4 deadlines provide adequate time for performance.

245 DEFINITIONS CONTINUED FROM PAGE 3

- Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not 246 closed/abandoned according to applicable regulations. 247
- Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic 248 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government 249 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing 250 251 capacity, earth or soil movement, slides) or excessive rocks or rock formations. 252
- Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other 253 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program. 254 255
- Lack of legal vehicular access to the Property from public roads. 256
- Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of 257 258 a part of Property by non-owners, other than recorded utility easements. 259
- Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to 260 impose assessments against the real property located within the district. 261
- Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition. 262 t.
- Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the 263 U. Property, or proposed or pending special assessments. 264
- Burial sites, archeological artifacts, mineral rights, orchards or endangered species. 265 V.
- Flooding, standing water, drainage problems or other water problems on or affecting the Property. 266 W.
- Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides. 267
- Significant odor, noise, water intrusion or other irritants emanating from neighboring property. 268 V.
- Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial 269 injuries or disease in livestock on the Property or neighboring properties. 270
- aa. Existing or abandoned manure storage facilities on the Property. 271
- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of 272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence. 273
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that 274 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county 275 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred. 278
- DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. 279 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 281 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours 283 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day. 286
- DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would 287 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- 289 ■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be 290 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited 292 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and 293 docks/piers on permanent foundations.
 - CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.
- PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7. 296
- PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, 297 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, 299 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, 300 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these 302 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should 303 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

		Page 6 of 10, WB-13
	Property Address: 917 WHISPER FALLS CT Lot: 82 , MENASHA, WI 54952 XX PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: SINGLE	FAMILY
306	XX PROPOSED USE CONTINGENCIES: Buyer is purchasing the 1 reperty for the purpose and	
308	three bedroom single tamily no	mel. The optional
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310	the same the College appointing those items which cannot be satisfied and written evidence substantially	I willy occorropound
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314	COTRUCE ONE (III) worden if neither is stricken) expense verification that the Property IS ZOIIEU	
315	and that the Droporty's zoning allows the Buyer's proposed use described at it	ines 306-308.
316	cupcou c. This effectic contingent upon Buyer obtaining at (Buyer's) (Seller's) [Seller's] [Seller's]	Duyers it neither
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333	- This Office is contingent upon Buyer ontaining at Injury St. (Oction & 10 injury)	<u>. OI4E</u>] (Bayo. o
334		mary wonon by and
335	5 granting authority prior to the issuance of such permits, approvals and licenses, for the following xem	s related to buyer s
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337	7 The interest of (Durce) STRIKE ONE	("Buver's" if neither
338	UTILITIES: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE is stricken) expense, written verification of the following utility connections at the listed locations (e.g.,	on the Property, at
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340		;
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342	The second second and the second seco	er's) STRIKE ONE
343	we will the state of the state	Property from public
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345 346	- This Offerio contingent upon Buyer obtaining at (Buyer's) (Seller's) [ST Min	E ONE ("Buyer's" if
347	value in the state of the	Daniania barrera
	1. CT 0 INDEX. ALE HIGH ALL	
349	occupancy permit; 🗀 other days of acceptance for the Property written notice to Seller if the item cannot be obtained, all within days of acceptance for the Property	erty for its proposed
350	- 1 4 4 - 4 15 000 000	
_	- Company of the property. This Offer is contingent upon (Ruyer obtaining) (Seller Droylung), [St.	RIKE ONE (Seller
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	The state of the s	(i (i i i i i i i i i
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35	56 If any, and: 57 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, b	lut gre not innitou to: Lacreage or square
35	the first of the control of the Display identifying dedicated and apparent streets, lot utility 1810 to 1910.	i acicago oi equale
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	60 Also consider the time required to obtain the map when setting the deadline for consider the time required to obtain the map when setting the deadline for consider the time required to obtain the map when setting the deadline for consider the time requirements of the deadline for considering the time to setting the deadline for considering the time to set the time to set the time to set the time to set the time requirements of the deadline for considering the de	
		ontingency.
	materially inconsistent with prior representations; or (3) failure to meet requirements stated within the	
36	Upon delivery of Buyer's notice, this Offer shall be null and void.	Untitled

365 PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage 369 information if material to Buyer's decision to purchase.

EARNEST MONEY

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- 371 HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.
- CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the 375 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special 376 disbursement agreement.
- 377 DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said 380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to 385 exceed \$250, prior to disbursement. 386
- <u>LEGAL RIGHTS/ACTION</u>: Broker's disbursement of earnest money does not determine the legal rights of the Parties in 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.
- **DISTRIBUTION OF INFORMATION**Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the 396 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry. 401
- NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact 456 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f). 457 ADDITIONAL PROVISIONS/CONTINGENCIES SELLER TO PAY HOA FEES UNTIL LOT IS PURCHASED BY A 458 THIRD PARTY. SELLER TO PROVIDE FINANCING AT A RATE OF 0% INTEREST AND ZERO PAYMENTS UNTIL 459 LOT IS SOLD TO AN END BUYER AND NO SOONER THAN COMPLETION OF CONSTRUCTION. SELLER SHALL PERMIT BUYER TO BUILD ONE SINGLE STANDING STRUCTURE AND TO BEGIN AT TIME THAT THE BUILDER 460

SHALL SEE FIT. HOA FEES TO BE PAID UP TO DATE AT TIME OF CLOSING. SELLER TO CONTRIBUTE 462 \$7500.00 TOWARDS COSTS OF FOUNDATION FOR THIS MODEL HOME 463

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DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

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- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.
 - If Seller defaults, Buyer may:
 - (1) sue for specific performance; or
 - (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
 - In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

	Property Address: 917 WHISPER FALLS CT Lot: 82 , MENASHA, WI 54952	e 10 of 10, WB-13
503		2). This Offer
504	is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which	discloses no
505	Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third par	ty performing
506	an inspection of Non-P	
507	(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer s	hall order the
508	inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recom	mended in a
509	written report resulting from an authorized inspection performed provided they occur prior to the deadline specific	ed at line 513.
510	Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.	
511	CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection.	ection(s), as
512		
513	This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to Seller a copy	of the written
514	inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice	e of Defects).
515	CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement	t.
516	For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent	of which the
517		
518	■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the	ne Defects. If
519	Seller has the right to cure. Seller may satisfy this contingency by: (1) delivering written notice to Buyer with	n 10 days of
520	Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in	a good and
521	workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to	closing. This
522	Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection repo	ort(s) and: (1)
523	Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller	will not cure
524	or (b) Seller does not timely deliver the written notice of election to cure.	
525		of this Offer.
526	ADDITIONAL PROVISIONS/CONTINGENCIES NONE	
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	CONTAINE NADMOTET	
535	This Offer was drafted by [Licensee and Firm] SUEANNE HARTFIEL	
535 536	HARTFIEL REALTY LLC On January 16, 2014	
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536 537	HARTFIEL REALTY LLC On January 16, 2014	y 16, 2014 Date 🛦
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