

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, 3<sup>rd</sup> Floor City Hall  
140 Main Street, Menasha**

**May 2, 2017**

**5:00 PM**

**AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
  - 1. [Minutes of the April 10, 2017 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. Graphic Packaging
- F. ACTION ITEMS
  - 1. Election of Officers
    - a. Chairperson
    - b. Vice-Chairperson
  - 2. [Offer to Purchase – 913 Clover Court, Lot 70](#)
  - 3. [Listing Agreement – Richard DeKleyn, Coldwell Banker](#)
- G. ADJOURNMENT

If you have questions, please call the Community Development Department at  
(920) 967-3650 between 8:00 AM – 4:00 PM, Monday through Friday.

**CITY OF MENASHA**  
**Redevelopment Authority**  
**Council Chambers, 3<sup>rd</sup> Floor City Hall – 140 Main Street**  
**April 10, 2017**  
**DRAFT MINUTES**

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**A. CALL TO ORDER**

The meeting was called to order at 5:00 PM by Chairman Kim Vanderhyden.

**B. ROLL CALL/EXCUSED ABSENCES**

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Kim Vanderhyden, Ald. Rebecca Nichols, Bob Stevens, and Gail Popp.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Linda Kennedy and Kip Golden.

OTHERS PRESENT: CDD Buck, PP Englebert, FM Sassman, CA Captain and Ald. Arnie Collier.

**C. MINTUES TO APPROVE**

**1. Minutes of the December 6, 2016 Redevelopment Authority Meeting**

Motion by Gail Popp, seconded by Bob Stevens, to approve the December 6, 2016 Redevelopment Authority meeting minutes as presented. The motion carried.

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

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

No one spoke.

**E. DISCUSSION ITEMS**

**1. RR Donnelley Update**

CDD Buck provided an update on the Real Estate Purchase and Sale Agreement with RR Donnelley. Staff has reviewed the Phase 1 Environmental Assessment and retained OMNI Associates to provide assistance with interpreting the Phase 1 as well as to provide instruction to RR Donnelley regarding the necessary components of the Phase 2 Environmental Assessment. RR Donnelley and city staff have agreed on a course of action on the Phase 2 report and environmental site work will be starting soon. The Phase 2 calls for 11 soil and water samples to be collected on site from various locations on the property. If RR Donnelley chooses to release the results of the Phase 2 report and a remedial action plan for the property to the RDA, the RDA has a 30 day period to take title to the property if it so determines.

Authority members discussed the status of the acquisition and potential courses of action. PP Englebert gave an update on the Racine Street Bridge project. DOT is currently working on the environmental review for the reconstruction project. The bridge project will require the acquisition of the east end of the RR Donnelley property. Demolition of the existing structure will occur but the extent of the demolition has not been confirmed to this point. No action was taken.

**2. Lake Park Villas Lot Sales**

PP Englebert gave a status update of the Lake Park Villas development. The Redevelopment Authority sold eight lots in 2016 and one in 2017. CDD Buck informed the RDA that city staff met with Richard DeKleyn from Coldwell Banker in regards to initiating a listing agreement for the remaining lots in the Villas. Authority members were supportive of entering into a listing agreement. Members discussed progress in Lake Park Villas and surrounding developments. Members talked about vehicular access into Lake Park Villas and future construction of Lake Park Road. No action was taken.

**F. ACTION ITEMS**

1. None.

**G. ADJOURNMENT**

Motion by Ald. Nichols, seconded by Kim Vanderhyden to adjourn at 5:41 PM. The motion carried.

*Minutes respectfully submitted by PP Englebert.*

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 **LICENSEE DRAFTING THIS OFFER ON** \_\_\_\_\_ **[DATE] IS (AGENT OF BUYER)**  
2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)** **STRIKE THOSE NOT APPLICABLE**  
3 **GENERAL PROVISIONS** The Buyer, \_\_\_\_\_  
4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] \_\_\_\_\_  
6 in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, 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:  
8 ■ **PURCHASE PRICE:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
9 \_\_\_\_\_  
10 ■ **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_  
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: \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** \_\_\_\_\_  
19 \_\_\_\_\_  
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: \_\_\_\_\_.  
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  
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.**  
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"  
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.  
40 Seller's recipient for delivery (optional): \_\_\_\_\_  
41 Buyer's recipient for delivery (optional): \_\_\_\_\_  
42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
43 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )  
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,  
48 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 Buyer: \_\_\_\_\_  
51 ☐ (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): \_\_\_\_\_  
56 E-Mail address for Buyer (optional): \_\_\_\_\_  
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.



59 **OCCUPANCY** 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  
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  
64 notice or knowledge of Conditions Affecting the Property or Transaction (see 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  
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
67 and \_\_\_\_\_

68 \_\_\_\_\_  
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than \_\_\_\_\_  
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 \_\_\_\_\_.

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

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 [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

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 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 ☐ \_\_\_\_\_  
85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
86 **substantially different than the amount used for proration especially in transactions involving new construction,**  
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**  
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 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
96 (written) (oral) **STRIKE ONE** lease(s), if any, are \_\_\_\_\_

97 \_\_\_\_\_ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 ☐ **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  
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  
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or  
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program  
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**  
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**  
109 **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.**

111 ☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).  
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that  
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as  
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the  
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources  
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.  
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to  
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause  
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the  
120 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  
 122 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**  
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be  
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a  
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more  
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization  
 129 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  
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to  
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection  
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department  
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective  
 136 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  
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more  
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

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

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

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of  
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 152 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,  
 153 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  
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
 159 be held in trust for the sole purpose of restoring the Property.

## 160 **DEFINITIONS**

161 ■ **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.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are  
 164 defined to include:

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

188 **(Definitions Continued on page 5)**

**IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

189  
190 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
191 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
192 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
193 amount of not less than \$ \_\_\_\_\_ 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 \$ \_\_\_\_\_. Monthly payments may  
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 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount,  
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.

**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.  
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**  
214 **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**  
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**  
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**  
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

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 Receipt of a copy of Buyer's written loan  
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  
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 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:** 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  
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to  
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
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**

- 245 n. 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 o. 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 p. 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 q. Lack of legal vehicular access to the Property from public roads.
- 256 r. 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 s. 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 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 262 u. 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 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 265 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 266 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 267 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 268 z. 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).
- 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  
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  
284 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  
287 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  
290 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  
293 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**

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

306 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_  
 307 \_\_\_\_\_  
 308 \_\_\_\_\_  
 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  
 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 ☐ **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: \_\_\_\_\_  
 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 \_\_\_\_\_;  
 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  
 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  
 355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
 356 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  
 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.  
 364 Upon delivery of Buyer's notice, this Offer shall be null and void.

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.**

370 **EARNEST MONEY**

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  
373 otherwise disbursed as provided in the Offer.

374 **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.  
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest  
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
383 (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)  
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to  
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** 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  
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
394 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.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
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  
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 ☐ **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: \_\_\_\_\_.

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 \_\_\_\_\_

424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_  
427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
428 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 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 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ 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 and exceptions, as appropriate.

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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 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 ■ **SPECIAL ASSESSMENTS:** 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 **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**

459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_

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

468 If Buyer defaults, Seller may:

- 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  
471 actual damages.

472 If Seller defaults, Buyer may:

- 473 (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.

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

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

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

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

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

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

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



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  
 512 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.

525 ☐ **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 \_\_\_\_\_  
 528 \_\_\_\_\_  
 529 \_\_\_\_\_  
 530 \_\_\_\_\_  
 531 \_\_\_\_\_  
 532 \_\_\_\_\_  
 533 \_\_\_\_\_  
 534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_

536 \_\_\_\_\_ on \_\_\_\_\_.

537 (x) \_\_\_\_\_  
 538 Buyer's Signature ▲ Print Name Here ► Date ▲

539 (x) \_\_\_\_\_  
 540 Buyer's Signature ▲ Print Name Here ► Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 \_\_\_\_\_ Broker (by) \_\_\_\_\_

543 **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 ON**  
 545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) \_\_\_\_\_  
 547 Seller's Signature ▲ Print Name Here ► Date ▲

548 (x) \_\_\_\_\_  
 549 Seller's Signature ▲ Print Name Here ► Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
 553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

## DISCLOSURE TO CLIENTS

**1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND  
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 3 (a) The duty to provide brokerage services to you fairly and honestly.  
4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you  
6 request it, unless disclosure of the information is prohibited by law.  
7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
8 information is prohibited by law (see lines 28-37).  
9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
10 confidential information or the confidential information of other parties (see lines 78-96).  
11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.  
12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
13 advantages and disadvantages of the proposals.

**14 BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S  
15 CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that  
17 affect your transaction, unless you release the Firm from this duty.  
18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse  
19 Facts.  
20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful  
21 requests that are within the scope of the agency agreement.  
22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.  
23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,  
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the  
25 information or advice is contrary to your interests.

26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation  
27 relationship"), different duties may apply.

**28 DEFINITION OF MATERIAL ADVERSE FACTS**

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of  
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a  
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a  
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

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

**38 MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide  
41 services through designated agency, which is one type of multiple representation relationship.

42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or  
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide  
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the  
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent  
47 will not reveal any of your confidential information to another party unless required to do so by law.

48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still  
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage  
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with  
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral  
52 approach, the same Agent may represent more than one client in a transaction.

53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage  
54 services to more than one client in the transaction.

55

**CHECK ONLY ONE OF THE THREE BELOW:**

56

☐

The same firm may represent me and the other party as long as the same agent is not representing us both (multiple representation relationship with designated agency).

57

58

☒

The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different Agents are involved (multiple representation relationship without designated agency).

59

60

61

☐

The same firm cannot represent both me and the other party in the same transaction (I/we reject multiple representation relationships).

62

**NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency relationship you select with your firm, you should ask your firm before signing the agency agreement.**

68

**SUBAGENCY**

Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

**PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.**

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

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

The following information is required to be disclosed by law:

1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).

2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

**CONFIDENTIAL INFORMATION:** None

91

92

**NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): None

94

95

*(Insert information you authorize to be disclosed, such as financial qualification information.)*

96

**If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.**

100 Name of Firm: Richard DeKleyn LLC, Coldwell Banker The Real Estate Group

101

102 Client's Signature ▲

Date ▲

Client's Signature ▲

Date ▲

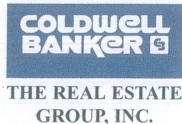
103 Client's Name: Philip Vanderhyden, Jr.Client's Name: Menasha Redevelopment Authority

No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction.

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Drafted by Attorney Debra Peterson Conrad





## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT (SELLER)

To: Philip Vanderhyden, Jr.

Property: Lake Park Villas Subdivision, Menasha

FROM: Coldwell Banker The Real Estate Group, Inc.

Date: 05/02/2017

Thank you for contacting Coldwell Banker The Real Estate Group, Inc. in connection with the purchase or sale of your home or other property. We are required to give notice to comply with the Real Estate Settlement Procedures Act (RESPA) monitored by the Department of Housing and Urban Development (HUD). This is intended to give you notice that Coldwell Banker The Real Estate Group, Inc. has a business relationship and ownership interest in NEW Title Services, Inc. and NEW Exchange, Inc. Because of these relationships, referrals to NEW Title Services, Inc. and NEW Exchange, Inc. may provide the owners a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed.

<u>Service provider</u>	<u>Estimated charges</u>
NEW Title Services, Inc.	\$350 to \$2000 depending on the sales price of the home and whether the policy is new or a reissue policy or other factors*
NEW Exchange, Inc.	\$600 to \$1000

\* The title company may also be retained to collect necessary information (mortgage payoffs, tax prorations, etc.) and prepare a closing statement or estimated HUD Settlement Statement. The title company may also charge the seller \$50 to \$500 for this service. The title company may also charge the buyer \$200 for lender policy and \$200 to \$300 per mortgage for a closing fee.

You are not required to use the listed service provider as a condition of your purchase, sale or refinance of the subject property. There are other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best service and the best rate for this service.

### ACKNOWLEDGEMENT:

I/We have read this disclosure form and understand that Coldwell Banker The Real Estate Group, Inc. is referring me/us to purchase the above described settlement service provider from the listed service providers and Coldwell Banker The Real Estate Group, Inc. owners may receive a financial or other benefit as the result of this referral. There is no referral benefit accrued to the sales agent.



Seller Signature

Date



Seller Signature

Date



## DISCLOSURE FORM (SELLER)

Subject Property Address: Lake Park Villas Subdivision (City/Town) Menasha

### INSPECTION(S) TESTING

During the term of this listing, Coldwell Banker The Real Estate Group, Inc., and/or its Agents may furnish a list of independent home inspectors to the Seller. Seller is responsible for ordering and paying for the inspections and/or testing including any ordered by Seller from the list provided by the Agent or ordered on behalf of the Seller by the Agent. Seller further agrees to hold harmless and make no claims against Coldwell Banker The Real Estate Group, Inc., its Agents and Representatives for the results and cost of the inspections and/or test. It is agreed the inspector(s) is/are not the Agent(s) of Coldwell Banker The Real Estate Group, Inc.

### SELLER MARITAL DISCLOSURE

At time of closing subject property will be considered homestead property for Seller: Yes ☐ (X) No ☒ (X)  
Seller and Seller's spouse warrant the Seller's spouse will join in the conveyance: Yes ☐ (X) No ☒ (X)  
If spouse will not join in conveyance:  
A) Seller is single: ☐ (X) C) Seller is builder and property is non-homestead: ☐ (X)  
B) Seller is personal representative of the estate: ☐ (X) D) Other: City of Menasha Redevelopment Authority

### PERMISSION TO AFFIX SOLD SIGN

Seller allows Coldwell Banker The Real Estate Group, Inc., to affix a "sold" sign on the yard sign once the Seller has an accepted offer on the property with financial commitment. Seller understands a "sold" sign in all likelihood could mean no future sales activity regarding the subject property.

Yes ☒ (X) No ☐ (X)

### PERMISSION TO PLACE LOCK BOX

Seller allows Coldwell Banker The Real Estate Group, Inc., to place a Lock Box on the above subject property. Seller assumes full responsibility for the usage of the Lock Box as per listing contract and holds Coldwell Banker The Real Estate Group, Inc. harmless from any damage that may result from the placement and/or usage of said Lock Box.

Yes ☐ (X) No ☐ (X)

### HOME PROTECTION PLAN

Seller agrees to supply the home protection plan at time of listing. Seller understands if a home protection plan is purchased in this transaction, the home protection company may pay a portion of the cost as compensation to the broker for services related to collection of home data and administration of the home protection plan on behalf of the home protection company.

Yes ☐ (X) No ☐ (X)

### SIGNING AUTHORIZATION

If Seller is not present at closing, Seller hereby authorizes a representative of Coldwell Banker The Real Estate Group, Inc., to sign on Seller's behalf the "HUD-1 Settlement Statement" and other HUD forms required for closing. On cash closings, Seller authorizes Representative to sign the Title Company/Lender Closing Statement.

Yes ☒ (X) No ☐ (X)

### AUTHORIZATION TO OBTAIN INFORMATION

Seller hereby gives authorization to Coldwell Banker The Real Estate Group, Inc. and the Title Company's Closing Agent to obtain information on Seller's behalf which includes but is not limited to mortgage payoff statements, judgments, tax liens, as well as letters or statements regarding pending special assessments, property taxes, or municipal utility customer information relating to the Property, including but not limited to customer usage or account information.

Mortgage Holder: \_\_\_\_\_ Mortgage Holder: \_\_\_\_\_  
Loan Number: \_\_\_\_\_ Loan Number: \_\_\_\_\_  
Property Tax Key Number: \_\_\_\_\_

**Note: It is understood that a photocopy, facsimile, or electronically transmitted copy of this form will serve as Seller's authorization.**

Seller: \_\_\_\_\_

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

Seller: \_\_\_\_\_

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

## CONSENT FOR USE OF ELECTRONIC DOCUMENTS AND SIGNATURES IN CONSUMER REAL ESTATE TRANSACTIONS

1 If you want the option of sending and receiving real estate transaction documents by e-mail, federal law  
2 requires certain safeguards to ensure that consumers like you have the capability to receive such  
3 disclosures and are fully aware of the consequences of agreeing to receive documents electronically.  
4 Federal law requires your consent to use e-mail and electronic versions of information, disclosures,  
5 contracts and other documents and records ("electronic documents") that would otherwise be legally  
6 effective only if provided to you in a printed/written paper document.

7 **Understanding Electronic "Lingo:"** "Electronic documents" include the documents you may save on your  
8 computer or attach to e-mail. They can typically be printed out, but exist independently in an electronic form  
9 on your computer.

10 "Electronic signatures" are sometimes hard to conceptualize. An "electronic signature" includes any mark,  
11 symbol, sound or process that is written, stamped, engraved, attached to or logically associated with an  
12 electronic document and executed by a person with the intent to sign. Just like you can legally "sign" a  
13 printed document by making your mark, whether that be your cursive signature in ink or an "X," so you can  
14 "sign" an electronic document by making your mark, whether that be a high-tech encrypted or digital  
15 signature or just typing your name in the signature line or space on an e-mail or document on the computer  
16 - these are all electronic signatures. If you sign a paper document in ink and then scan the document and  
17 save it on your computer, the image of the cursive signature on the stored electronic document on your  
18 computer is also an electronic signature.

19 **1. Right to Receive Paper Document:** You have the right to have any document provided to you  
20 electronically in paper form. If you want a paper copy of any document sent to you by e-mail, send your  
21 request to the broker at the mail or e-mail address provided below. Paper copies will be provided at no  
22 charge.

23 **2. Right to Withdraw Consent.** You have the right to withdraw your consent to receive electronic  
24 documents by e-mail by contacting the broker by mail or e-mail at the address provided below. The legal  
25 validity and enforceability of the electronic documents, signatures and deliveries used prior to withdrawal of  
26 consent will not be affected.

27 **3. Changes to Your E-Mail Address.** You should keep the broker informed of any change in your  
28 electronic or e-mailing address. Please contact the broker as promptly as possible by mail or e-mail at the  
29 address provided below regarding any such changes.

30 **4. Minimum Hardware and Software Requirements.** The following hardware and software are required  
31 to access (open and read) and retain (save) the electronic documents:

- 32 ♦ Operating Systems: Windows 98, Windows 2000, Windows XP or Windows Vista; or Macintosh OS  
33 8.1 or higher.
- 34 ♦ Browsers: Internet Explorer 5.01 or above or equivalent
- 35 ♦ Needed Software/Electronic Document Formats: Adobe Acrobat Reader or equivalent for PDF files

36 **5. Your Ability to Access Disclosures.** By opening, completing, saving and e-mailing this consent back  
37 to your broker, you acknowledge that you can access and retain electronic documents in PDF format.

38 **6. Consent to Electronic Signatures and Documents:** By completing and e-mailing this consent form to  
39 the broker at the e-mail address specified below, you are providing electronic consent to the use of  
40 electronic documents and electronic signatures in your real estate transaction. Specifically, you are

41 acknowledging receipt of this form and consenting to the use of electronic documents, e-mail delivery of  
42 documents, and electronic signatures in any real estate transactions involving you, the broker identified  
43 below and other parties. If you prefer, instead, to limit this consent to the transaction relative to a specific  
44 property, provide the property address or description below.

45 Specific Property: Lake Park Villas Subdivision, Menasha  
46 \_\_\_\_\_

47 **CONTACT INFORMATION:**

48 Broker Name: Coldwell Banker The Real Estate Group

49 Agent's Name (optional): Richard DeKleyn LLC

50 Address: 1050 N. Lynndale Drive, Appleton, WI 54914

51 E-mail Address: rdekley@new.rr.com

52 Party Signature (sign or type in name):

--	--

53 E-mail Address: \_\_\_\_\_



**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

**1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: Lake Park Villas Subdivision  
3 in Section \_\_\_\_\_ in the City of Menasha, County of Calumet,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** See attached price list Dollars (\$ \_\_\_\_\_).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: \_\_\_\_\_

8  
9 ■ **NOT INCLUDED IN LIST PRICE:** CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): \_\_\_\_\_

11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): \_\_\_\_\_

15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that ~~(all or some of the Property)~~ (none of the Property) [STRIKE  
17 ONE] has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 None

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 See covenants and restrictions

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: Normal Coldwell Banker The Real Estate Group marketing practices.

26  
27 Broker may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_  
28  
29 \_\_\_\_\_ Seller has a duty to cooperate with Broker's marketing  
30 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
31 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

32 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
33 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
34 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

35 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
36 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
37 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
38 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
39 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
40 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: None

41 CAUTION: Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until None [INSERT DATE]

46  
47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 1.75 - 3.00%  
50 \_\_\_\_\_ (Exceptions if any): \_\_\_\_\_

51 ■ **COMMISSION:** Broker's commission shall be 8% PLUS \$50 per lot. \*For minimum commission see line 254  
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;  
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;  
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;  
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or



57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)'   
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 ~~UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:~~

- 98 (a) ~~The duty to provide brokerage services to you fairly and honestly.~~
- 99 (b) ~~The duty to exercise reasonable skill and care in providing brokerage services to you.~~
- 100 (c) ~~The duty to provide you with accurate information about market conditions within a reasonable time if you request~~  
 101 ~~it, unless disclosure of the information is prohibited by law.~~
- 102 (d) ~~The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the~~  
 103 ~~information is prohibited by law. (See Lines 218-221)~~
- 104 (e) ~~The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential~~  
 105 ~~information or the confidential information of other parties. (See Lines 157-173)~~
- 106 (f) ~~The duty to safeguard trust funds and other property the broker holds.~~
- 107 (g) ~~The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the~~  
 108 ~~advantages and disadvantages of the proposals.~~

109 ■ ~~BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE~~  
 110 ~~BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:~~

- 111 (a) ~~The broker will provide, at your request, information and advice on real estate matters that affect your transaction,~~  
 112 ~~unless you release the broker from this duty.~~
- 113 (b) ~~The broker must provide you with all material facts affecting the transaction, not just adverse facts.~~
- 114 (c) ~~The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are~~  
 115 ~~within the scope of the agency agreement.~~
- 116 (d) ~~The broker will negotiate for you, unless you release the broker from this duty.~~
- 117 (e) ~~The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by~~

law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is contrary to your interests.

(f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation relationship"), different duties may apply.

**MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction consent, the broker may provide services to the clients through designated agency.

Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A salesperson will not reveal any of your confidential information to another party unless required to do so by law.

If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship. If you authorize a multiple representation relationship the broker may provide brokerage services to more than one client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with information, opinions, and advice which may favor the interests of one client over any other client. If you do not consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more than one client in the transaction.

**INITIAL ONLY ONE OF THE THREE LINES BELOW:**

☐ I consent to designated agency.

☐ I consent to multiple representation relationships, but I do not consent to designated agency.

☐ I reject multiple representation relationships.

NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY AGREEMENT.

**SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

**PLEASE REVIEW THIS INFORMATION CAREFULLY.** A broker or salesperson can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of the Wisconsin statutes.

**CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information. Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you. The following information is required to be disclosed by law:

1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).

2) Any facts known by the Broker that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Broker is aware of what specific information you consider confidential, you may list that information below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be confidential.

**CONFIDENTIAL INFORMATION:**

**NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker):

**SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.



241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
 242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
 243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
 244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
 245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
 246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
 247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
 248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
 250 lot line, on the property, across the street, unknown, etc.): electricity Yes ; gas Yes ;  
 251 municipal sewer Yes ; municipal water Yes ; telephone Yes ;  
 252 other Cable ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: Residential

254 ■ **ADDITIONAL PROVISIONS:** \*Minimum commission of \$2,400 (\$2,400 + \$50 per lot )  
 255 Applies to all properties sold below \$30,000  
 256 \_\_\_\_\_  
 257 \_\_\_\_\_  
 258 \_\_\_\_\_  
 259 \_\_\_\_\_  
 260 \_\_\_\_\_  
 261 \_\_\_\_\_

262 ■ **ADDENDA:** The attached addenda Lake Park Villas Subdivision Price List, Vacant Land Disclosure Report,  
 263 \_\_\_\_\_  
 264 \_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
 266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 2nd day of May, 2017,  
 269 up to and including midnight of the 2nd day of May, 2018.

270 ■ **READING/RECEIPT: BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**  
 271 **LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY**  
 272 **OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

273 (x) Philip Vanderhyden, Jr.  
 274 Seller's Signature ▲ Print Name Here: ▲ Date ▲

275 \_\_\_\_\_  
 276 Seller's Address ▲ Seller's Phone # ▲

277 \_\_\_\_\_  
 278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
 280 Seller's Signature ▲ Print Name Here: ▲ Date ▲

281 \_\_\_\_\_  
 282 Seller's Address ▲ Seller's Phone # ▲

283 \_\_\_\_\_  
 284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x) Richard DeKleyn Richard DeKleyn LLC Coldwell Banker The Real Estate Group 5/2/17  
 286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲

287 1050 N. Lynndale Drive, Appleton, WI 54914 920-993-5432  
 288 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 rdekleyn@new.rr.com  
 290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

## Lot Pricing for Lake Park Villas Subdivision

<u>Lot</u>	<u>List Price</u>	<u>Lot</u>	<u>List Price</u>
18	\$ 44,900	7R	\$ 39,900
19	\$ 44,900	6R	\$ 39,900
20	\$ 44,900	5R	\$ 39,900
21	\$ 44,900	71	\$ 35,900
22	\$ 44,900	72	\$ 35,900
23	\$ 44,900	20R	\$ 35,900
24	\$ 44,900	74	\$ 39,900
25	\$ 44,900	22R	\$ 39,900
4 CSM 3510	\$ 35,900	82	\$ 39,900
3 CSM 3510	\$ 39,900	88	\$ 39,900
2 CSM 3510	\$ 39,900	90	\$ 44,900
1 CSM 3510	\$ 39,900	93	\$ 44,900
45	\$ 39,900	94 CSM 2821	\$ 39,900
1 CSM 2953	\$ 39,900	95	\$ 44,900
2 CSM 2953	\$ 39,900	107	\$ 39,900
3 CSM 2953	\$ 39,900	109 CSM 2820	\$ 39,900
4 CSM 2953	\$ 39,900	110	\$ 39,900
1 CSM 3511	\$ 44,900	111	\$ 39,900
2 CSM 3511	\$44,900	112	\$ 39,900
3 CSM 3511	\$39,900	121	\$ 39,900
62	\$ 35,900	122	\$ 39,900
64	\$ 35,900	126	\$ 35,900
8R	\$ 39,900	130	\$ 35,900
		131	\$ 35,900



**VACANT LAND DISCLOSURE REPORT****DISCLAIMER**

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Lake Park Villas Subdivision  
(STREET ADDRESS) IN THE City (CITY) (VILLAGE) (TOWN)  
OF Menasha, COUNTY OF Calumet, STATE OF  
WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION  
709.02 OF THE WISCONSIN STATUTES AS OF May (MONTH) 2nd (DAY), 2017 (YEAR). IT IS NOT A  
WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PRINCIPAL IN THIS TRANSACTION AND  
IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

**OWNER'S INFORMATION**

B.1 In this form, "am aware" means have notice or knowledge. In this form, "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 adversely affect the use of the property.

B.2 The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.

B.3 The owner represents that to the best of his or her knowledge the responses to the following statements have been accurately noted as "yes," "no," or "not applicable" to the property being sold. If the owner responds to any statement with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the statement is "yes." *\*If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.\**

B.4 If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium and any limited common elements that may be used only by the owner of the condominium unit being transferred.

**PROPERTY CONDITION STATEMENTS\***

	Yes	No	N/A	See Expert's Report
C.1. I am aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.9. I am aware of underground or aboveground fuel storage tanks on or previously located on the property. (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



	Yes	No	N/A	See Expert's Report
C.10. I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.13. I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.15. I am aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.16. I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.25. I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.26. I am aware of existing or abandoned manure storage facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.29. I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.30. I am aware of other defects affecting the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**ADDITIONAL INFORMATION**

Yes

No

N/A

- D.1 **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 nonagricultural use, such as 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 (DOR's) equalization section at (608) 266-2149 or visit: <http://www.revenue.wi.gov/faqs/slf/useassmt.html>.
- a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats. ☐ ☐ ☐ ☐
- b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats. ☐ ☐ ☐ ☐
- c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats. ☐ ☐ ☐ ☐
- D.2. **Farmland Preservation.** Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: <http://workinglands.wi.gov>.
- a. I am aware that the property is subject to a farmland preservation agreement. ☐ ☐ ☐ ☐
- D.2m. **Managed Forest Land.** The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: <http://dnr.wi.gov/forestry>.
- a. I am aware that all or part of the property is enrolled in the managed forest land program. ☐ ☐ ☐ ☐
- D.3. **Utility Connections.** I am aware that the property is connected to the following utilities on the property or at the lot line:
- a. Electricity. ☐ ☐ ☐ ☐
- b. Municipal water. ☐ ☐ ☐ ☐
- c. Telephone. ☐ ☐ ☐ ☐
- d. Cable television. ☐ ☐ ☐ ☐
- e. Natural gas. ☐ ☐ ☐ ☐
- f. Municipal sewer. ☐ ☐ ☐ ☐
- D.4. The owner has owned the property for \_\_\_\_\_ years.
- D.5. Explanation of "yes" responses. (See B.3.) \_\_\_\_\_

**NOTICE REGARDING SEX OFFENDER REGISTRY**

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting <http://www.widocoffenders.org>.

**OWNER'S CERTIFICATION**

F. The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION BY PERSON SUPPLYING INFORMATION**

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that that information is true and correct to the best of that person's knowledge as of the date on which the person signs this report.

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE REGARDING ADVICE OR INSPECTIONS**

H. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS, OR WARRANTIES.

**BUYER'S ACKNOWLEDGEMENT**

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

*\*NOTE: All information appearing in italics in this Vacant Land Disclosure Report is purely of a supplemental nature and is not required pursuant to Section 709.033 of the Wisconsin Statutes.*