

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  
Menasha City Center  
100 Main Street, Menasha  
Room 133**

**September 11, 2018**

**5:00 PM**

**AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
  - 1. Minutes of the July 10, 2018 Redevelopment Authority Meeting
- D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA  
(five (5) minute time limit for each person)
- E. DISCUSSION / ACTION ITEMS
  - 1. Offer to Purchase – Lot 130 of Lake Park Villas – 849 Fountain Way
  - 2. Fish Fry Properties – Summary and Next Steps
  - 3. Banta/RR Donnelley Property – 460 Ahnaip Street
  - 4. Banta Peninsula – Public Access
  - 5. Certified Survey Map - Community Way Right-of-Way Dedication
  - 6. Set Next Meeting
- F. 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  
100 Main Street – Room 133  
July 10, 2018  
DRAFT MINUTES**

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**A. CALL TO ORDER**

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

**B. ROLL CALL/EXCUSED ABSENCES**

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Kip Golden, Ald. Rebecca Nichols, Kim Vanderhyden, and Matt Vanderlinden.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Linda Kennedy, Gail Popp, and Bob Stevens

OTHERS PRESENT: CDD Sam Schroeder, AP Joe Stephenson, ASD John Jacobs, and Attorney Pam Captain.

**C. MINUTES TO APPROVE**

**1. Minutes of the June 4, 2018 Redevelopment Authority Meeting**

Motion to approve the June 4, 2018 Redevelopment Authority meeting minutes as presented made by Ald. Nichols, seconded by Comm. Motion carried.

**D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA  
(five (5) minute time limit for each person)**

No public comments were made.

**E. DISCUSSION / ACTION ITEMS**

**1. Banta Property – 460 Ahnaip Street (Vision, Zoning Classification, Future Service Contracts, etc.)**

CDD Sam Schroeder gave an update on the Banta Property. Fish Fry Properties has set up a public meeting on July 25<sup>th</sup> at 5:00 PM. The meeting will help inform the public about Fish Fry's plans for the Banta site. Fish Fry Properties is looking into what other portions of the building can possibly be saved or reutilize and working all of those ideas into a master site plan for the Banta site.

The Commission ensued in discussion including the following:

- Proposed rezoning – I-2 to C-2
- Additional environmental analysis
- Lawson Canal – urbanized vs natural
- Task List – sequence of events
- Public access to the waterfront
- DOT timeline for Racine Street Bridge

Comm. Vanderhyden felt that the site should be primarily residential use with a mix of commercial. In addition he would like to see the Lawson Canal have a more urban style rather than naturalize the canal. The other commission members agreed with Comm. Vanderhyden and felt that this vision was consistent with our Downtown Vision Plan.

Discussion about the overall vision of the Banta sight led to a discussion of zoning. CDD Sam Schroeder indicated that the Banta site is zoned General Industrial (I-2) and it would be advantageous to rezone the site to fit the Commission's vision. The Commission agreed with CDD Schroeder and felt that Central Business District (C-2) zoning would be the closets fit for their vision.

Motion to recommend the rezoning of 460 Ahnaip Street was made by Comm Vanderhyden, seconded by Ald. Nichols. Motion carried

**2. Set Next Meeting**

Next meeting is set for August 7<sup>th</sup> , 2018

**F. ADJOURNMENT**

Ald. Nichols motioned to adjourn the meeting at 6:17 PM. Motion seconded by Comm. Vanderhyden. Motion carried.

*Minutes respectfully submitted by AP Joe Stephenson.*

**DISCLOSURE TO CUSTOMERS**

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

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

- 8 (a) The duty to provide brokerage services to you fairly and honestly.  
9 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
10 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
11 it, unless disclosure of the information is prohibited by law.  
12 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
13 information is prohibited by law (see lines 57-66).  
14 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
15 confidential information or the confidential information of other parties (see lines 24-40).  
16 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.  
17 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
18 advantages and disadvantages of the proposals.

19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services,  
20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home  
21 inspector.

22 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-  
23 language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

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

29 The following information is required to be disclosed by law:

- 30 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 57-66).  
31 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection  
32 report on the property or real estate that is the subject of the transaction.

33 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may  
34 list that information below (see lines 36-40). At a later time, you may also provide the Firm or its Agents with other  
35 information you consider to be confidential.

36 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

37  
38 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): \_\_\_\_\_

39  
40 \_\_\_\_\_ (Insert information you authorize to be disclosed, such as financial qualification information.)

41 **By signing and dating below I /we acknowledge receipt of a copy of this disclosure and that**

42 Richard DeKleyn LLC and Coldwell Banker The Real Estate Group are  
43 Agent's Name ▲ Firm's Name ▲

44 working as: (Owner's/Listing Broker's Agent) (~~Buyer's/Tenant's Agent or Buyer's Broker's Agent~~) **STRIKE ONE**

45 **THIS IS A DISCLOSURE AND NOT A CONTRACT. Wisconsin law required the Firm to request the customer's**  
46 **signed acknowledgment that the customer has received a copy of this written disclosure statement if the Firm**  
47 **will provide brokerage services related to real estate primarily intended for use as a residential property**  
48 **containing one to four dwelling units. SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE**  
49 **ANY CONTRACTUAL OBLIGATIONS BY EITHER THE CUSTOMER OR THE FIRM.**

50 **See the reverse side for definitions and sex offender registry information.**

51 Barbara M. Stadler dotloop verified  
08/28/18 9:26AM CDT  
12OD-SONW-LE8I-HTUB \_\_\_\_\_  
52 Customer Signature ▲ Date ▲ Customer Signature ▲ Date ▲

53 Customer's Name: Barbara M. Stadler Customer's Name: \_\_\_\_\_

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

Drafted by Attorney Debra Peterson Conrad

54 **NOTICE ABOUT SEX OFFENDER REGISTRY**

55 You may obtain information about the sex offender registry and persons registered with the registry by contacting the  
56 Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at 608-240-5830.

57 **DEFINITION OF MATERIAL ADVERSE FACTS**

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

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

## **DISCLOSURE FORM (BUYER)**

**Subject Property Address:** 849 Fountain Way (Lot 130 Lake Park Villas) (City/Town/Village) of Menasha

### **LEGAL ADVICE**

The Real Estate Group, Inc., encourages buyer to seek legal advice from an attorney of buyer's choice if buyer does not fully understand the contract(s) or form(s) buyer may be asked to sign.

### **INSPECTION/TESTING**

Buyer is legally obligated to perform a reasonably diligent inspection of the property. Buyer cannot hold seller or broker liable for failure to disclose defects that are readily observable. Buyer should understand a REALTOR® is an expert at negotiating real estate transactions but NOT an expert at inspecting or appraising properties. Should buyer or buyer's lender require an expert inspection or appraisal of the property, buyer should retain the services of a professional third party inspector or appraiser with expertise appropriate for the type of inspection/appraisal required.

During the term of this listing, The Real Estate Group, Inc., and/or its agents may furnish a list of independent home inspectors to the buyer. Buyer is responsible for ordering and paying for the inspections and/or testing including any ordered by buyer from the list provided by the agent or ordered on behalf of the buyer by the agent. Buyer further agrees to hold harmless and make no claims against The Real Estate Group, Inc., its agents and representatives for the results and costs of the inspections and/or tests. It is agreed the inspector(s) is/are not the agent(s) of The Real Estate Group, Inc.

### **HOME PROTECTION PLAN**

Buyer 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.

### **COMPLETE IF MARRIED**

A.) Buyer will take title as follows: **(check one)**

1. Survivorship Marital Property ( ☐ ).
2. Marital Property without right of Survivorship ( ☐ ).
3. Individual Property ( ☒ ).

B.) Buyer's principal residence at this time ☐ (is) ☐ (is not) in the state of Wisconsin.

C.) The Buyer ☐ (does) ☐ (does not) have a Marital Property Agreement.

D.) There ☐ (is) ☐ (is not) pending litigation between Buyer and Buyer's spouse.

### **COMPLETE IF NOT MARRIED**

E.) Buyer will take title as follows: **(check one)**

1. A single person ( ☒ ).
2. Tenants in common ( ☐ ).
3. Joint Tenants ( ☐ ).
4. Other ( ☐ ).

Buyer

*Barbara M. Stadler*

dotloop verified  
08/28/18 9:26AM CDT  
KDL7-XYGZ-NAEG-FWWP

Buyer

Date 08/27/2018



The Real Estate  
Group

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT (BUYER)

To: Barbara M. Stadler Property: 849 Fountain Way, Menasha, Lot 130 Lake Park Villas

FROM: Coldwell Banker The Real Estate Group, Inc. Date: 08/27/2018

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.

*Barbara M. Stadler*  
dotloop verified  
08/28/18 9:26AM CDT  
V12N-HFZJ-SRQG-23UG  
 Buyer Signature Date

Buyer Signature Date

Approved by the Wisconsin Department of Regulation and Licensing  
03-1-11 (Optional Use Date) 07-1-11 (Mandatory Use Date)

Coldwell Banker The Real Estate

Page 1 of 10, WB-13

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

1 **LICENSEE DRAFTING THIS OFFER ON** 08/27/2018 **[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, Barbara M. Stadler

4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] 849 Fountain Way (Lot 130 Lake Park Villas Subdivision)  
6 in the \_\_\_\_\_ City \_\_\_\_\_ of Menasha, County of Calumet, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** thirty-five thousand nine hundred dollars  
9 \_\_\_\_\_ Dollars (\$ 35,900.00).

10 ■ **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ 500.00  
11 will be mailed, or commercially or personally delivered within 3 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 \_\_\_\_\_

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: Residential

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 09/25/2018. 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): Richard DeKleyn LLC, Coldwell Banker The Real Estate Group

41 Buyer's recipient for delivery (optional): Richard DeKleyn LLC, Coldwell Banker The Real Estate Group

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): rdekley@new.rr.com

56 E-Mail address for Buyer (optional): rdekley@new.rr.com

57 **[PERSONAL DELIVERY/ACTUAL RECEIPT]** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.



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 (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 Buyer acknowledges that the seller is a government entity and there is no need to complete the Vacant Land**

68 **Disclosure Report.**

69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than **10/08/2018**  
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.**

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$\_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$\_\_\_\_\_. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the 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.**

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

☒ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

**CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

☒ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

☒ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this 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 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

☒ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

**CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.**

**DEFINITIONS CONTINUED FROM PAGE 3**

- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
- o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- q. Lack of legal vehicular access to the Property from public roads.
- r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
- s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- z. Substantial 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 properties.
- aa. Existing or abandoned manure storage facilities on the Property.
- bb. Impact fees, or other conditions or occurrences 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.
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

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

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

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

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



Property Address:

849 Fountain Way, Menasha (Lot 130 Lake Park Villas Subdivision)

Page 6 of 10, WB-13

306 ☒ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: the use as an Outlot  
307 adjacent to their home on Lot 129.  
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.



☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

**TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this Offer except:

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 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

**TITLE EVIDENCE**

■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding \_\_\_\_\_ days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

**CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

**ADDITIONAL PROVISIONS/CONTINGENCIES** This offer is contingent upon the buyer being able to use Lot 130 as an Out Lot which is adjacent to home on Lot 129. Buyer will not know if this contingency can be met until after September 24th, 2018 when all governing authorities take up the buyer's request. If buyer's request is granted, buyer will then NOT be subject to the language set forth in the Protective Covenants of Lake Park Villas, at pp.11-12, par. 14 regarding Home Construction. If buyer chooses to sell this property in the future, the above noted Protective Covenants of Lake Park Villas will go back into affect regarding Home Construction. If such approval is granted, then within three (3) days thereafter, buyer will personally deliver to the listing broker, a check in the sum of \$500.00 as Earnest Money.

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.



Property Address: **849 Fountain Way, Menasha (Lot 130 Lake Park Villas Subdivision)** Page 10 of 10, WB-13

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
506 an inspection of

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**  
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 \_\_\_\_\_ A \_\_\_\_\_ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer has received and approved: Lake Park Villas Homeowner's  
527 Association Covenant Summary for Residential Properties, Lake Park Villas Phase II Revised Rules and Regulations,  
528 Lake Park Villas Home Standards Draft 5-3-2017, Lot Layout for Lot 130, and Seller Refusal/Statement Regarding Condition  
529 Report.

531 **This is a cash offer not contingent upon financing. Buyer to provide written proof of cash funds within 3 days of**  
532 **acceptance.**

535 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_ **Richard DeKleyn LLC**

536 **Coldwell Banker The Real Estate Group** on **08/27/2018**

537 (x) Barbara M. Stadler dotloop verified 08/28/18 9:26AM CDT MV00-LHIN-WGXA-PG6G  
538 Buyer's Signature ▲ Print Name Here ► Barbara M. Stadler 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] \_\_\_\_\_ **Richard DeKleyn LLC**

551 **Coldwell Banker The Real Estate Group** 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 ▲





N



This map is neither a legally recorded map nor a survey and is intended for reference only.

**RANW ADDENDUM A TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated 08/27/2018 (Offer), made by the  
2 undersigned Buyer with respect to the Property at 849 Fountain Way (Lot 130 Lake Park Villas)  
3 Menasha, Wisconsin (Property).

4 PARAGRAPHS PRECEDED BY A BOX ( ☐ ) ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM IF THE BOX IS  
5 MARKED, SUCH AS WITH AN "X".

6 ☐ **CLOSING OF THE SALE OF BUYER'S PROPERTY CONTINGENCY**

7 This Offer is contingent upon the closing of the sale of Buyer's property located at \_\_\_\_\_  
8 \_\_\_\_\_ no later than \_\_\_\_\_.

9 Buyer's property is, or shall be, within seven (7) days of acceptance of this Offer, listed for sale with \_\_\_\_\_  
10 \_\_\_\_\_ at a list price no greater than \_\_\_\_\_.

11 If the closing of the sale of Buyer's property does not occur on or before the closing date for this Offer or if an offer for Buyer's  
12 property becomes null and void or terminated for any reason, Buyer shall promptly notify Seller in writing, and either Party shall have  
13 the right to declare this Offer null and void by written notice thereof delivered to the other Party.

14 **(NOTE: Choose box at line 15 or 28 if box at line 6 is marked).**

15 ☐ **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY AND NO BUMP**

16 **(NOTE: Choose box at line 17 or 18 if box at line 15 is marked)**

17 ☐ Seller acknowledges that Buyer has provided Seller a copy of the accepted offer to purchase on Buyer's property.

18 ☐ Buyer shall deliver to Seller, within three (3) days of acceptance of this Offer a copy of the accepted offer to purchase on  
19 Buyer's property.

20 **(NOTE: Choose one of the two options on line 21 or 23 if box at line 18 is marked)**

21 ☐ with written proof that all contingencies are satisfied or removed, and which has a closing date prior to the closing  
22 in this Offer.

23 ☐ which is subject to financing and \_\_\_\_\_, and which  
24 has a closing date prior to the closing in this Offer.

25 If Buyer does not make timely delivery of the accepted offer on Buyer's property that is consistent with the representation(s)  
26 above, Seller may terminate this Offer by delivering a written notice of termination to Buyer prior to **(Buyer's delivery) (Seller's**  
27 **Actual Receipt) (STRIKE ONE)** ("Buyer's delivery" if neither is stricken) of a copy of the accepted offer on Buyer's property.

28 ☐ **CONTINUED MARKETING - WITH BUMP CLAUSE**

29 If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of such acceptance. This Offer shall be  
30 null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the Property unless Buyer,  
31 prior to such notice or within \_\_\_\_\_ hours of Buyer's Actual Receipt of such notice, delivers to Seller one of the following:

32 (1) written notice from Buyer that Buyer is waiving the Closing of the Sale of Buyer's Property Contingency and all  
33 financing contingencies in this Offer, making this a cash offer AND written verification from a financial institution or a third  
34 party in control of Buyer's funds that Buyer has sufficient funds necessary to close this transaction which are not  
35 contingent on the sale of Buyer's property, or;

36 (2) a copy of the offer to purchase on Buyer's property which has all contingencies, other than any financing  
37 contingencies, properly removed or satisfied AND written verification from a financial institution that buyer under said offer  
38 to purchase has been pre-approved for financing which then will modify this Closing of the Sale of Buyer's Property  
39 contingency making this Offer subject to the successful closing of the sale of Buyer's property described on lines 7-8  
40 above, on or before the closing date in the Offer.

41 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

42 If Buyer accepts a bona fide offer for the purchase of Buyer's property prior to receiving written notice from Seller that Seller  
43 has accepted a bona fide secondary offer, Buyer shall promptly notify Seller of such acceptance. Such notification does NOT  
44 modify **lines 6-52 of this Addendum** (the Closing of the Sale of Buyer's Property Contingency).

45 Unless Seller has given Buyer notice of a bona fide secondary offer, once Buyer has an accepted offer on Buyer's property that  
46 complies with requirement (2) above, the Buyer shall promptly deliver to Seller a copy of such offer and this Closing of the Sale  
47 of Buyer's Property Contingency shall be deemed modified and subject to the closing of the sale of Buyer's property.

48 Other than the deadlines for Buyer Financing Pre-approval letter, if applicable, payment of Earnest Money and  
49 \_\_\_\_\_, all deadlines in this Offer which  
50 run from acceptance shall run from the time Buyer has complied with requirement (1) above or from the time Buyer has an  
51 accepted offer for the purchase of Buyer's property that complies with requirement (2) above.

52 **NOTE: Buyer may not unilaterally waive this contingency without compliance with requirements (1) or (2) above.**



53 ☐ **BUYER'S FINANCING PRE-APPROVAL**

54 Within seven (7) days of acceptance of this Offer, Buyer shall deliver to Seller a written verification from a financial institution or  
55 mortgage broker that Buyer has been pre-approved for financing, which may be based on the following minimum criteria:  
56 satisfactory credit history, accepted offer terms, and Buyer debt ratios. If Buyer does not make timely delivery of said pre-approval,  
57 Seller may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's delivery of a copy of Buyer's  
58 written financing pre-approval to Seller.

59 **NOTE: Pre-approval is not considered a loan commitment.**

60 **SURVEY, LOT LINE AND BOUNDARY DISCLOSURES**

61 **CAUTION: If a parcel will be split from (an)other parcel(s) or combined with (an)other parcel(s) a Certified Survey Map or**  
62 **Subdivision Plat normally will be required. Use a separate contingency for a Certified Survey Map or a Subdivision Plat and**  
63 **allow adequate time for completing the Survey.**

64 **TITLE CAUTION:** Any survey used for the purpose of deleting the lot and boundary exception in the title policy must conform to the  
65 standards set by the title company. It is the Buyer's responsibility to have the title company clarify the necessary survey standards  
66 for deletion of the lot and boundary exceptions listed in the title commitment.

67 ☒ **MAPS AND SURVEYS CHECK ALL THAT ARE APPLICABLE**

68 **CAUTION: Consider cost and need for map features before selecting them.**

69 ☐ **PREVIOUS SURVEY MAP:** Buyer acknowledges receiving a copy of the **(Boundary) (Certified) STRIKE ONE** Survey  
70 Map prepared on \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of  
71 Surveying Company) that includes this Property and **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**

72 ☒ **SUBDIVISION PLAT:** Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and **IS**  
73 **PROVIDED FOR INFORMATION PURPOSES ONLY.**

74 **CAUTION: the accuracy of information contained in the above document(s) is not warranted. Lot size, location of**  
75 **boundaries, placement of improvements (if any), existence of easements, elevations, soil type(s), or other factors**  
76 **should be verified by an appropriate expert (i.e. surveyor, engineer) if material to recipient of the document(s).**

77 ☐ **BOUNDARY SURVEY MAP:** This Offer is contingent upon **(Buyer obtaining) (Seller providing) STRIKE ONE** ("Buyer  
78 obtaining" if neither is stricken) a map of the Property prepared by a registered land surveyor within \_\_\_\_\_ days of acceptance  
79 of this Offer, at **(Buyer's) (Seller's) STRIKE ONE** ("Buyer's" if neither is stricken) expense. The Boundary Survey Map must  
80 have been prepared between the acceptance date and closing date. The map shall identify the legal description of the  
81 Property, the Property's boundaries and dimensions, staking of all corners of the Property, dedicated and apparent rights of  
82 way, lot dimensions, total acreage and square footage, any improvements that affect the Property boundary, visible  
83 encroachments that affect the Property boundary, the location of buildings, if any, and also include:

- 84 ☐ easements  
85 ☐ improvements on the Property (streets, driveways, patios, decks, poles, fences, walls, etc.)  
86 ☐ such survey shall be in satisfactory form and accompanied by any required surveyor's report sufficient to enable  
87 Buyer to obtain removal of the standard survey exception on the title policy

88 ☐  
89 This contingency shall be deemed satisfied unless Buyer, within five (5) days of Actual Receipt of the Survey, delivers to  
90 Seller a written notice listing Buyer's specific objections to the terms and conditions of the survey. Upon Actual Receipt of said  
91 Notice, Seller shall have ten (10) days to cure said objections and the time for closing shall be extended accordingly. If Seller  
92 is unable to timely cure Buyer's objections, Buyer may terminate this Offer by delivering a written notice of termination to  
93 Seller.

94 ☒ **WAIVER OF SURVEY CONTINGENCY**

95 Buyer acknowledges there may be benefits of surveying the Property. Buyer hereby voluntarily waives the inclusion of a property  
96 survey contingency in this Offer.

97 **INSURABILITY OF PROPERTY**

98 **CAUTION: For Flood Plain Insurance cost and insurability see lines 135-147** Buyer is aware that the availability and cost of  
99 property and/or homeowners insurance may be determined by numerous factors, including, but not limited to, buyer's credit history  
100 (credit score), buyer's insurance claims history, condition of property, the type of electrical service on a property, and the history of  
101 prior claims on a property.

102 **NOTE: The Parties acknowledge that real estate licensees are not experts with respect to insurance and are advised to**  
103 **contact their insurance agent as to requirements for obtaining insurance.**

104 ☐ Within seven (7) days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice from a  
105 qualified third party determining the Property is uninsurable. Buyer to pay any costs associated with this determination unless  
106 otherwise agreed in writing.

107 ☒ **WAIVER OF CONTINGENCY TO INVESTIGATE THE INSURABILITY OF THE PROPERTY**

108 Buyer acknowledges there may be benefits of investigating the insurability of the Property as defined in the Offer. Buyer hereby  
109 voluntarily waives the inclusion of any provision for investigating the insurability of the Property in this offer.

110 **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS**

111 Zoning and building restrictions affect the use of the Property. Annexations and comprehensive plans may affect the future use or  
112 value of the Property by influencing future development (residential, commercial, transit systems, storm water management system,  
113 etc.) in the county and municipality. Buyer is advised that the municipality in which the Property is located likely has existing zoning  
114 and building restrictions and may have a Comprehensive Plan.

115 **NON-CONFORMING PROPERTY, VARIANCES AND CONDITIONAL USE PERMITS**

116 Buyer is aware that some properties are considered legal non-conforming properties which no longer conform to current zoning due  
117 to changing building regulations, restrictions, and lot size requirements, or due to variances. Buyer also is aware that some  
118 properties are subject to Conditional Use Permits (CUPs) that may contain special restrictions regarding use of the property.  
119 Restrictions on non-conforming uses or structures and CUP restrictions may affect Buyer's ability to build, rebuild, remodel, replace,  
120 enlarge or use an existing structure (consider special hazard insurance if Property is non-conforming). Buyer is encouraged to  
121 contact the applicable municipal authorities regarding existing zoning and building restrictions, variance or CUP restrictions, potential  
122 future annexations and possible comprehensive plans, if these issues are material to Buyer's decision to purchase.

123 ☐ Within seven (7) days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice which  
124 includes a written determination from an applicable municipal authority that the Property use or structure is non-conforming or the  
125 Property is subject to a variance or CUP, and that as a result the Property owner's ability to build, rebuild, remodel, replace, enlarge  
126 or use the Property is materially restricted. Any costs associated with this determination to be paid by Buyer, unless otherwise  
127 agreed in writing.

128 ☒ **WAIVER OF CONTINGENCY TO INVESTIGATE NON-CONFORMING PROPERTY, VARIANCE AND CONDITIONAL USE**  
129 **PERMIT RESTRICTIONS**

130 Buyer acknowledges there may be benefits of investigating whether the Property use, lot size, lot configuration, or structure(s) fails to  
131 conform to existing regulations and zoning ordinances, whether the Property is subject to a variance or CUP, and whether the  
132 Property owner's ability to build, rebuild, remodel, replace, enlarge or use an existing structure is restricted as a result thereof. Buyer  
133 hereby voluntarily waives the inclusion in this Offer of any provision to investigate zoning, variance and CUP restrictions on the  
134 Property.

135 **FLOODPLAIN / WETLANDS**

136 **CAUTION:** Buyer is aware the floodplain and wetland areas are difficult to identify, even when using available floodplain and wetland  
137 maps; that some wetlands that may affect Buyer's use of the Property are not necessarily included in wetland maps; and that  
138 floodplain maps may change frequently and should not necessarily be assumed to be accurate. Buyer is encouraged to consult with  
139 appropriate government officials to obtain specific elevations to confirm inclusion in or exclusion from a floodplain if such information  
140 is material to Buyer. Buyer may wish to contact the National Flood Insurance Program (NFIP) for information about flood insurance  
141 as it relates to this Property (<https://www.floodsmart.gov/floodsmart/>). Also see (<http://www.fema.gov>).

142 **Buyer should not assume that Buyer's premiums for flood insurance will be comparable to those charged to Seller.**

143 ☐ Within seven (7) days of acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller a written notice  
144 accompanied by a determination from a qualified third party (including a flood certification company working for Buyer's lender or a  
145 flood insurance premium quote from a licensed insurance agent) that has determined the Property improvements are located in a  
146 100 year floodplain or wetland area, or the cost of an annual flood insurance policy will be excessive. Any costs for floodplain or  
147 wetland evaluation and / or costs to obtain a quote for flood insurance are to be paid by Buyer, unless otherwise agreed to in writing.

148 ☒ **WAIVER OF CONTINGENCY TO INVESTIGATE FLOOD INSURANCE COSTS OR WHETHER THE PROPERTY IS IN A**  
149 **FLOODPLAIN OR A WETLAND**

150 Buyer acknowledges there may be benefits of investigating whether a property is in a floodplain or wetland and what the cost of flood  
151 insurance may be for a property. Buyer hereby voluntarily waives the inclusion of any provision in this Offer to investigate whether  
152 the Property is in a floodplain or wetland, or to determine what the cost may be to obtain flood insurance for the Property.

153 **LICENSEE DISCLOSURE OF PERSONAL INTEREST (NOT TO BE USED FOR RESPA DISCLOSURE PURPOSES)**

154 ☐ **DISCLOSURE OF LICENSURE:** The parties are aware that (Buyer) (Seller) **STRIKE ONE** is a real estate licensee with \_\_\_\_\_  
155 \_\_\_\_\_ and is acting as a principal in  
156 this transaction with the consent of all parties.

157 ☐ **LICENSEE RELATED TO BUYER/SELLER:** Licensee, \_\_\_\_\_ (Name), is a  
158 relative of (Buyer) (Seller) **STRIKE AS APPLICABLE** and is acting as a real estate agent in this transaction on behalf of an  
159 immediate family member with the consent of all parties.

160 ☐ **LICENSEE INTEREST IN BUYER/SELLER ENTITY.** Licensee, \_\_\_\_\_ (Name)  
161 has an interest in the (Buyer) (Seller) **STRIKE ONE** entity (state name of entity, e.g. name of LLC, partnership, corporation, etc.)  
162 \_\_\_\_\_, and is acting as a real  
163 estate agent on behalf of this entity with the consent of all parties.

164 **BUYER'S TITLE**

165 Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property. Wisconsin law prohibits real  
166 estate licensees from advising buyers how title should be taken.

167 **SHORELAND ZONING AND PIER REGULATIONS**

168 All counties in Wisconsin (except Milwaukee County) are required to enact shoreland zoning ordinances that meet or exceed the  
169 minimum requirements established by the Wisconsin Department of Natural Resources (DNR). Such ordinances generally apply to  
170 unincorporated land that is within 1,000 feet of the ordinary high water mark of a lake, pond, or flowage; or within 300 feet of the  
171 ordinary high water of a river or stream or to the landward side of the floodplain, whichever distance is greater, and may restrict the  
172 use and future uses and improvements to a property. Some property improvements and modifications may require a mitigation plan  
173 approved by the county and recorded with the register of deeds. Buyer must comply with any existing mitigation plan.

174 State law and local ordinances regulate the size, placement, and design of piers (e.g. docks) and boat slips. A permit may be  
175 required by the DNR to install a new pier, depending upon the size and location of the pier. Unless a pier interferes with the riparian  
176 rights of other riparian owners or the owner of the pier was notified by the DNR before April 17, 2012, that the pier is detrimental to  
177 the public interest, most piers installed prior to April 17, 2012, are grandfathered. Wis. Stat. § 30.12(1K)(b).

178 Buyer acknowledges that it is solely the Buyer's responsibility to determine whether any current or proposed future shoreland zoning  
179 or pier regulations are consistent with Buyer's intended use of the property. Buyer is encouraged to consult with an attorney to assist  
180 in making such determination. For more information Buyer should contact the county zoning office or visit <http://www.dnr.wi.gov>.

181 ☐ Within \_\_\_\_\_ days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice specifying  
182 the uses and/or improvements that will not be permitted under the current or proposed future regulations and to which Buyer objects.  
183 Any costs for investigation of shoreland zoning and pier regulations and ordinances are to be paid by Buyer, unless otherwise  
184 agreed to in writing.

185 ☒ **WAIVER OF CONTINGENCY TO INVESTIGATE SHORELAND ZONING AND PIER REGULATIONS**

186 Buyer acknowledges there may be benefits of investigating how shoreland zoning and pier regulations may affect the Property.  
187 Buyer hereby voluntarily waives the inclusion in this Offer of any provision to investigate how shoreland zoning and pier regulations  
188 may affect the Property.

189 ☐ **BASEMENT FUEL OIL TANKS CURRENTLY NOT IN USE**

190 The Buyer and Seller acknowledge that, as of the acceptance date of this Offer, there is an aboveground or basement fuel oil tank  
191 on the Property that is not currently being used and:

192 ☐ Buyer shall assume all responsibility, including the cost for the maintenance or removal of this tank after closing.

193 ☐ Seller, at Seller's expense, will have a qualified third party contractor remove the tank prior to closing and  
194 provide written confirmation of the tank removal (e.g., paid invoice) no later than closing.

195 **CAUTION: Lines 189-195 do not apply to residential buildings with more than two dwelling units.**

196 ☒ **WAIVER OF HOME INSPECTION CONTINGENCY**

197 Buyer acknowledges there may be benefits of a home inspection as defined in the Offer, and hereby voluntarily waives the  
198 inclusion of a home inspection of the Property in this Offer.

199 **MUNICIPAL REPORT/CODE COMPLIANCE**

200 Seller agrees to provide Buyer, and Buyer's lender's closing agent, if applicable, with a written statement verifying the status of real  
201 estate taxes, current or planned special assessments, and other municipal charges affecting the Property, if such a statement is  
202 available from the municipality in which the Property is located. This statement shall be provided prior to closing, at Seller's expense.  
203 Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates of Compliance, Occupancy  
204 Permits, and any other documents/approvals required at the time of sale by applicable municipal code(s) including, but not limited to,  
205 documentation of compliance with Clear Water, Back Flow Protection, Cross-Connection Examinations, and Hard Surface Driveway  
206 Ordinance requirements.

207 **NOTE: This paragraph will not apply to private wells, private well water or private onsite wastewater treatment systems**  
208 **(POWTS), also known as a private sanitary system, that may be addressed in another part of the Offer.**

209 ☐ **REPAIRS REQUIRED BY LENDER**

210 If, as a condition of the mortgage loan commitment, the Buyer's lender requires repairs other than repairs to which Seller has  
211 previously agreed:

212 ☐ (Buyer) (Seller) **STRIKE ONE** shall be responsible for such repairs not exceeding \$ \_\_\_\_\_.

213 ☐ (Buyer) (Seller) **STRIKE ONE** shall be responsible for the first \$ \_\_\_\_\_ of repair expenses  
214 and the (Buyer) (Seller) **STRIKE ONE** shall be responsible for the next \$ \_\_\_\_\_ of repair expenses.

215 ☐ The Buyer and Seller shall be equally responsible for the total cost of repairs, not to exceed \$ \_\_\_\_\_ in total.

216 ☐ \_\_\_\_\_  
217 If total repair estimate exceeds the amount specified, the Party(ies) responsible for the repair expenses may terminate this Offer by  
218 delivering written notice of the total repair estimate to the other Party, unless the other Party agrees to pay for the excess amount by  
219 delivering a written notice to the Party responsible for repair expenses.

**TESTING**

Unless otherwise specified, testing (including testing for Hazardous Substances, see lines 223-230) is prohibited without a testing contingency.

**HAZARDOUS SUBSTANCES**

The parties are aware that the news media and other public information sources indicate that lead, arsenic, radium, solvents, pesticides, radon gas, asbestos, lead-based paint, mold and other toxic substances and chemicals within a structure, in soils, or in public and private drinking water (see: <http://www.dnr.wi.gov>), can cause serious health hazards.

Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant health hazard, unless otherwise indicated on Seller's Real Estate Condition Report or other written disclosures provided to Buyer. Buyer is encouraged to include in Buyer's Offer inspection and testing contingencies with respect to these substances and to consult with the appropriate experts if such condition(s) are material to Buyer.

☐ **TESTING CONTINGENCY**

This offer is contingent upon **(Buyer obtaining) (Seller providing) [STRIKE ONE]** ("Buyer obtaining" if neither is stricken) a current written report from a qualified third party documenting the results of testing conducted pursuant to applicable government or industry protocols and standards, and which disclose(s) no unsafe levels of [indicate substances or compounds to be tested]: \_\_\_\_\_

within \_\_\_\_\_ days of acceptance, at **(Buyer's) (Seller's) [STRIKE ONE]** ("Buyer's" if neither is stricken) expense.

This Testing Contingency shall be deemed satisfied unless Buyer, within five (5) days of the deadline for obtaining said reports, delivers to Seller a copy of the written testing report(s) and a written notice listing the Defect(s) identified in such report(s) to which Buyer objects (Notice of Defects).

**RIGHT TO CURE: Seller (shall) (shall not) [STRIKE ONE]** have the right to cure (Seller "shall" if neither is stricken). If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within ten (10) days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within three (3) days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) 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 or (b) Seller does not timely deliver the written notice of election to cure. A Defect is defined as per the Offer and does not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

☐ **RADON TESTING CONTINGENCY**

**CAUTION: Only check one of the boxes** at line 254 or line 269; do **NOT** select both.

This Offer is contingent upon Buyer, at Buyer's expense, obtaining a radon test performed and written report provided by a "qualified third party" consistent with applicable government or industry protocols and standards. If Buyer fails to deliver a copy of the radon test report to Seller within the timeline described below, or if the radon test report indicates the level of radon is less than 4 picoCuries per liter (using the EPA Protocol Average if stated on the report), this contingency shall be deemed satisfied.

☐ If Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a written copy of radon test report with results indicating a level of radon of 4.0 picoCuries per liter or more, the Parties hereby agree that Seller will permit a radon mitigation system to be installed prior to closing, and **(Buyer) (Seller) [STRIKE ONE]** ("Buyer" if neither is stricken) shall select: (1) a qualified mitigation contractor who will install an active radon mitigation system, consistent with EPA standards, prior to closing and provide the Parties, using the same standards as above, with a written test report showing radon level of less than 4.0 picoCuries per liter; and (2) the location of radon mitigation vent piping: **[Choose one of the two (2) following boxes below]**

☐ **(Buyer) (Seller) [STRIKE ONE]** ("Buyer" if neither is stricken) is responsible for the total cost of radon mitigation, expense not to exceed \$ \_\_\_\_\_ total.

☐ **Buyer and Seller** to equally share responsibilities for the total cost of radon mitigation, not to exceed \$ \_\_\_\_\_ in total.

If total repair estimate exceeds the amount specified, the Party(ies) responsible for the repair expense may terminate this Offer by delivering written notice of the total repair estimate to the other Party, unless the other Party, within 3 days of receipt of written notice, agrees to pay for the excess amount by delivering a written notice to the Party responsible for repair expenses.

☐ If Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the radon report with results indicating the level of radon is 4.0 picoCuries per liter or more, this Offer shall be null and void.

(If the box at line 254 and the box at line 269 are both marked the box at line 254 shall prevail).

**CAUTION: When the Seller is providing Buyer with a radon warranty from a qualified independent company (which is sometimes provided if Seller is a relocation company) that includes a radon test and a mitigation system (mitigation system provided if the test results are 4.0 picoCuries per liter or more), Buyer should use the radon testing contingency above ONLY if Buyer wants to have a radon testing contingency in addition to the radon warranty plan provided by Seller.**

☒ **WAIVER OF RADON TESTING CONTINGENCY**

Buyer acknowledges there may be benefits to testing for the presence of radon gas. Buyer hereby voluntarily waives the inclusion of a testing contingency for radon gas on the Property.



280 ☐ **HOME WARRANTY PLAN:** A limited home warranty plan for a term of one year shall be included, effective the date of closing,  
 281 provided the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ \_\_\_\_\_ and will  
 282 be paid by (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing)  
 283 (cooperating) **STRIKE ONE** ("listing" if neither is stricken) broker. Buyer is advised that a home inspection may detect pre-existing  
 284 conditions which may not be covered under the warranty plan.

285 ☒ **WAIVER OF HOME WARRANTY**

286 Buyer acknowledges there may be benefits to having a limited home warranty plan for the Property. Buyer hereby voluntarily waives  
 287 the inclusion of any requirement for a limited home warranty plan for the Property in this Offer.

288 **SELLER'S CONTRIBUTION**

289 ☐ Seller shall give Buyer a credit at closing in the amount of \$ \_\_\_\_\_ to assist Buyer in purchasing the Property.  
 290 Buyer may use such funds for closing costs, pre-pays, escrows, and/or other fees allowed by Buyer's lender. Any funds not  
 291 approved by Buyer's lender/underwriter prior to closing shall be credited back to the Seller at closing.

292 **CAUTION: No part of such funds may be used for payment of commission or fees to any broker.**

293 ☐ Buyer Agency Fee: Seller shall pay on behalf of Buyer at closing a Buyer Agency fee of \$ \_\_\_\_\_ or \_\_\_\_\_ %  
 294 of sale price to Buyer's Broker. **Such payment is in addition to any compensation offered to Buyer Broker through the MLS or**  
 295 **other applicable Broker-to-Broker agreements.**

296 ☐ **APPRAISAL CONTINGENCY WITH RIGHT TO CURE**

297 This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised by a Wisconsin licensed or certified  
 298 independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for  
 299 the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer,  
 300 within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not  
 301 equal to or greater than the agreed upon purchase price. Seller may satisfy this Appraisal Contingency by delivering a written  
 302 amendment to Buyer within five (5) days of delivery of the appraisal report, amending the agreed upon purchase price to match the  
 303 appraised value. Buyer agrees to deliver an accepted copy of this amendment to Seller within five (5) days of delivery of the  
 304 amendment of Seller. This Offer shall be null and void if Buyer makes timely delivery of the appraisal report and Seller either (a)  
 305 delivers written notice that Seller will not change the price or, (b) Seller does not timely deliver the written amendment changing the  
 306 purchase price. Buyer and Seller agree to make other amendments to this Offer necessitated by this change in purchase price.

307 **NOTE: An executed FHA/VA Amendment will supersede this clause.**

308 ☒ **WAIVER OF APPRAISAL CONTINGENCY**

309 Buyer acknowledges there may be benefits to obtaining an appraisal report for the Property as defined in the Offer. Buyer hereby  
 310 voluntarily waives the right to have a separate appraisal contingency for the Property in this Offer.

311 **CLOSING AND ESCROW FEE(S)**

312 Buyer shall pay fees charged by the closing/escrow agent providing Buyer's mortgage closing services. In the event an escrow is  
 313 required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement and pay the fees charged by  
 314 the escrow agent.

315 **Cash Closing:** If this is a cash closing (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) will pay the closing fee charged  
 316 by the closing agent.

317 **PERSONAL PROPERTY**

318 Seller warrants and represents that any personal property that may be a part of this transaction (e.g. stove, refrigerator, washer,  
 319 dryer) is owned by Seller free and clear of any liens or encumbrances and is in working order at time of closing. No warranties or  
 320 representations regarding condition survive the closing of this transaction.

321 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS**

322 Real estate agent(s) may furnish a list of independent inspectors/testers to the Seller/Buyer as a convenience to the Party(ies) and  
 323 are not responsible for the competency or performance of the inspectors/testers. The Party designated as responsible for obtaining  
 324 any inspection or test shall be solely responsible for determining the qualifications of the inspector/tester. In the event any inspection  
 325 or test is ordered on behalf or at the direction of a Party by a broker in the transaction, the Parties agree to hold the broker harmless  
 326 for any damages or liability resulting from the inspection or test, other than that caused by the broker's negligence or intentional  
 327 wrongdoing. Buyer may receive copies of certain inspection(s), test(s), appraisal(s) or other reports prepared for other parties and  
 328 Buyer should carefully review such reports to determine the age and purpose of the report(s) and the standards of practice followed  
 329 by the individual or entity preparing the report(s).

330 It is recommended the Buyer have the Property inspected by a Wisconsin registered home inspector or other qualified independent  
 331 inspector/tester (for inspections/tests other than a "home inspection").



**SHARED DRIVEWAY**

If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense, providing Buyer with a copy of a written shared driveway agreement not less than five (5) days before closing. The agreement shall provide that the Parties to the agreement share equally in the rights and obligations relating to the shared driveway, including use and maintenance. This contingency shall be deemed satisfied unless Buyer, within five (5) days of Actual Receipt of the agreement, delivers to Seller a written notice listing Buyer's specific objections to the terms and conditions of the agreement. Upon Actual Receipt of said notice Seller shall have ten (10) days to cure said objections and the time for closing shall be extended accordingly. If Seller is unable to timely cure Buyer's objections, Buyer may terminate this Offer by delivering written notice of termination to Seller. If the agreement is not of record, it shall be provided in recordable form, with recording fees to be Seller's expense.

**BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS**

Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds acceptable. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques or building materials and the Parties are advised to consult and rely on the opinions of appropriate experts. Buyer should be satisfied that Buyer knows how various factors will affect the Property, including, but not limited to, proximity to public transportation, airport overlay restrictions, airport noise, traffic noise, special health concerns of family members, vehicle or boat traffic, lake flies, pests, waterborne pests, ice shoves, water blooms/algae blooms, invasive aquatic vegetation, manufacturing noise, area odors, existing or abandoned landfills and/or quarries, parks, public trails, possible future assessments for public improvements and other conditions. Buyer acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning material factors. Buyer acknowledges that Buyer has not relied upon any statements or representations by Seller or any real estate agent regarding conditions or occurrences affecting the Property or transaction unless such statements or representations are contained in this Offer, are incorporated by reference into this Offer or have otherwise been provided to the Buyer in writing.

**INCLUSION OF OPTIONAL PROVISIONS**

For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been marked n/a or struck in their entirety, if any blank within any part of the optional provision has been filled in, then it shall be as if the appropriate box also was marked, thereby including said optional provision with the Offer.

**ACKNOWLEDGEMENT OF TERMS**

The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials shall not constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

**CONFLICTING PROVISIONS**

Should any provision of this Addendum conflict with any provision of the Offer or any other Addenda to this Offer, the provisions of this Addendum shall prevail, except if an FHA/VA Amendatory clause is executed by the parties. The prevailing Central Time (Central Standard Time or Central Daylight Time) shall be used when determining whether a date and time in the Offer to Purchase are met. **NOTE: An executed FHA/VA Amendment will supersede this clause.**

**ADDITIONAL PROVISIONS/CONTINGENCIES**

**READING / UNDERSTANDING:**

By initialing below all Parties acknowledge receipt of this Addendum and that they have read it carefully.  
**BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS OR ADEQUACY OF ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY, APPROPRIATENESS OR ADEQUACY OF THE PROVISIONS OF THIS ADDENDUM.**

384	(X)	<div style="border: 1px solid black; padding: 2px; display: inline-block;">BMS 08/28/18 9:26AM CDT</div>	Date ▲	(X)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	Date ▲
385		(Buyer(s)' Initials) ▲			(Seller(s)' Initials) ▲	
386	(X)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	Date ▲	(X)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	Date ▲
387		(Buyer(s)' Initials) ▲			(Seller(s)' Initials) ▲	

**SELLER REFUSAL/STATEMENT REGARDING CONDITION REPORT**

1 SELLER'S/OWNER'S NAME: Philip Vanderhyden, Jr.

2 PROPERTY ADDRESS: Lake Park Villas Subdivision Menasha, WI

3 NAME OF REPORT FURNISHED: (~~Real Estate Condition Report~~) (Vacant Land Disclosure Report)  
4 (~~Seller Disclosure Report — Commercial~~) (Other: \_\_\_\_\_)  
5 [STRIKE AND COMPLETE AS APPLICABLE]

6 LISTING AGENT: Richard DeKleyn LLC

7 LISTING BROKER: Coldwell Banker The Real Estate Group

8 Wis. Admin. Code Chapter REEB 24 requires Listing Agent to make inquiries of Seller on the condition  
9 of the Property and to request that Seller provide a written response to Agent's inquiry. Wis. Stat. §  
10 709.02 indicates that a property owner/seller shall provide a Real Estate Condition Report (RECR) when  
11 the property includes 1-4 dwelling units and a Vacant Land Disclosure Report (VLDR) when the  
12 property does not include any buildings. Listing Agent has provided Seller with a RECR, VLDR or  
13 other property condition report and asked Seller to complete the report.

14 **CHECK LINE 15 OR LINE 22, AS APPLICABLE:**

15 ☐ **SELLER REFUSAL TO COMPLETE**

16 Seller hereby acknowledges that Seller has refused to provide Listing Agent with a completed RECR,  
17 VLDR or other seller's disclosure report for the above Property. Seller understands that this refusal may  
18 be disclosed to potential purchasers. Seller acknowledges that Seller has been advised that Seller's  
19 refusal to provide this report does not release Seller of any disclosure obligations under the Wisconsin  
20 Statutes or common law. Seller should consult with legal counsel regarding Seller's disclosure  
21 obligations in an "as-is" sale.

22 ☒ **SELLER NOT REQUIRED TO COMPLETE REPORT**

23 Seller hereby asserts that Seller is not required under Wis. Stat. § 709.01 to complete a RECR or a  
24 VLDR for the above Property because: [CHECK BELOW AS APPLICABLE]



25 ☐ Seller is a personal representative of an estate and has never occupied the Property.

26 ☐ Seller is a trustee and has never occupied the Property.

27 ☐ Seller is a conservator and has never occupied the Property.

28 ☐ Seller is a fiduciary appointed by or subject to supervision by a court and has never occupied the  
29 Property.

30 ☐ The Property includes 1 to 4 dwelling units, but has not been inhabited.

31 ☐ The transfer is exempt from the real estate transfer fee under Wis. Stat. § 77.25.

**As a government entity no need to complete the Vacant Land Disclosure Report.**

32 Wisconsin real estate licensees have a legal duty to disclose material adverse facts and information  
33 suggesting the possibility of material adverse facts to all parties. Listing Broker/Agent shall accordingly  
34 disclose any condition Listing Broker/Agent becomes aware of to prospective purchasers.

35 SELLER'S SIGNATURE: Philip Vanderhyden, Jr. dotloop verified  
05/31/18 11:19AM CDT  
OJCB-KMQY-F381-SB04 DATE: 05/31/2018

36 This form was delivered to Seller by Richard DeKleyn LLC on 05/31/2018.  
37 Agent Name ▲ Date ▲



September 6, 2018

VIA EMAIL: [sschroeder@ci.menasha.wi.us](mailto:sschroeder@ci.menasha.wi.us)

Mr. Sam Schroeder  
Mr. Kim Vanderhyden  
City of Menasha  
100 Main Street, Suite 200  
Menasha, WI 54952

RE: 460 Ahnaip Street, Menasha, WI

Dear Sam and Kim:

Pursuant to that Memorandum of Understanding dated May 23, 2018 by and between Fish Fry Properties, LLC ("Fish Fry") and the Redevelopment Authority of the City of Menasha ("Menasha") relating to the former Banta facility located at 460 Ahnaip Street in Menasha ("460 Ahnaip"), Fish Fry proposed to purchase and develop all or a portion of 460 Ahnaip based on certain terms and conditions. One of those terms and conditions was that Fish Fry be granted a due diligence period to assess the feasibility of developing all or a portion of 460 Ahnaip as residential apartments or condominiums.

Sufficient information has been gathered to present you with the due diligence summary below and accompanying options for moving forward with Fish Fry Properties and Gries Architecture. Numerous on and off-site challenges remain, but I commend the efforts of everyone involved to transform the Big Banta into a thoughtful public and private asset that will benefit the community.

#### Market Analysis:

Fish Fry commissioned The Windward Group, LLC, Minocqua, WI to prepare a Residential Market Analysis for the Appleton-Oshkosh CSA and, more specifically, 460 Ahnaip. Results indicate that with healthy employment, a tight overall rental apartment vacancy of 3.1% and an older housing stock, there is likely significant pent up demand for new housing alternatives. The report concluded that 460 Ahnaip is well suited for multifamily rental development and provided recommendations for unit sizes, amenities and rental rates. The report author points out that while 460 Ahnaip does not have the striking architecture inherent to other former mills, it's simplicity and clean lines can be leveraged to create a modern look. Fish Fry's own market assessment calculates sufficient demand for its initial phase, particularly in the working singles/couples and empty nester category. New, modern rental residences with amenities face little or no competition in the area and initial plans have been well received in focus groups. In addition, Fish Fry feels 6-10 furnished units can be leased as furnished rentals to area companies. One and two bedrooms are the proposed unit mix with projected rents in the \$900 to \$1,200 per month range.

#### Architectural Design:

Gries Architecture has presented revised plans for the southwest, four-story building and the adjacent "high-bay" portion, our desired Phase One. The design seeks the most efficient core layout (elevator, stairs, lobby, etc.) while maximizing the number of residential units. We plan to integrate the high-bay portion into the south, 4-story building for covered parking and future residential units. The ground floor will also incorporate residences, private amenities and possibly public space, however, this is viewed as better suited closer to the peninsula access point.

#### Energy Efficiency:

460 Ahnaip was submitted and accepted into WPPI Energy's New Construction Program. WPPI's consultant, Seventhwave in Madison, is currently working with Fish Fry's engineer in Denver to design the most energy efficient HVAC system and thermal envelope for Phase One and future phases. Fish Fry is seeking all applicable energy efficiency grants for the project and plans to pursue low-cost, long-term PACE financing. Revitalization of the Hotel Indigo in Madison recently secured \$1.5 million in PACE financing...the first project through PACE Wisconsin. *Side note:* an interesting, though most likely too costly, heating and cooling option for 460 Ahnaip is water source heat pump system utilizing the Lawson Canal as the water source heat exchanger...a system that would surely attract national attention.

#### Lawson Canal:

Other than it's vanguard heating and cooling potential, the Lawson Canal is the missing link to redevelopment of the Banta site. Without the canal, development of existing buildings is severely limited because the property line is right on the existing exterior. Balconies cannot be added and the primary private/public amenity is lost. Assuming the canal can be acquired, some portion along with south bank would need to be parceled off with Fish Fry's proposed Phase One (or an easement provided) to properly develop the canal frontage.

#### Environmental:

Soil and groundwater contamination are known site issues that require closure prior to development. Based on surrounding findings, it can be assumed that VOC's exist in Lawson Canal sediment. The standards for closure if a municipality owns the property are the same, but the process is a bit easier and, a municipality can take advantage of grants such as "Idle Sites" that are not available to private developers. Fish Fry needs to further research the former Gilbert site to determine the impact, if any, on residences in the south 4-story Banta building. Asbestos has been identified in greater frequency and quantity as you move northeast in the existing building. Subject to confirmation, asbestos in the 4-story and high-bay buildings is limited and manageable. Asbestos abatement on the northeast end will be costlier. Other investigations necessary before Fish Fry developing Phase One include VOC vapor intrusion and radon.

#### Utilities:

Electric is the utility with greatest uncertainty. Although currently available, existing overhead lines run next to the south 4-story building impeding views. The two rerouting alternatives for electric are significant with uncertain timing. Water, sanitary, storm, electric, natural gas and telco are all available in Ahnaip Street, but main extensions are required for sanitary and natural gas to have direct lateral access to the south 4-story building. Fish Fry intends to separately meter or sub-meter all unit direct utilities.

#### Access:

Peninsula access and circulation is *critical* to the successful redevelopment of the overall site. Current roundabout plans eliminate river access across vacated Curtis Reed Plaza for the public and the Corps of Engineers. Potential limitations on vertical development of the peninsula, particularly the northeast end, make this a practical location for public facilities and parking. All efforts should be exhausted to gain a fourth "leg" off of the planned roundabout and maintain a canal crossing in the vicinity of Curtis Reed Plaza. An Oak Street extension alternative does not negatively impact Fish Fry's proposed development of the south portion, but utility services and access to the south portion

may want to be rethought if this option is chosen to access the peninsula. By utilizing the high-bay building for resident parking, some land will remain at the far southwest end of the site. After accounting for visitor and overflow resident parking for the 4-story building, this land could provide a small amount of public parking and/or peninsula access if purchase or easement agreements were made with owners of the Gilbert site.

**Development Proforma:**

Satisfactory investment returns are achievable using updated financial projections. Market rents should continue to benefit from employment growth and limited supply despite competition from RiverHeath's next phase in Appleton and potentially, the former Whiting paper mill. Construction costs for Phase One are further refined, but are still dependent on our final core and systems design. The current construction budget is approximately \$2,500,000. Fish Fry stands by its goal of requesting no direct public financing of our project portion, however, we would like to put all of our money into direct development costs. Construction financing will be low leverage with the equity for the project coming from individual investors and from PACE financing.

***Moving Forward:***

Fish Fry would like to extend and intensify its agreement with Menasha to develop all or a portion of the site. Evidencing our commitment to the project, Fish Fry has spent over \$10,000 cash in marketing and due diligence (nearly all of which in the local economy) and nearly another \$10,000 in contributed architectural design time. Two alternatives for moving forward are a Purchase and Sale Agreement or an extension of the previously agreed upon Memorandum of Understanding. Given the complexities of structuring a Purchase and Sale Agreement, Fish Fry proposes an extension of the Memorandum of Understanding until the status of the Lawson Canal is determined, but not to exceed sixty (60) days.

Acquisition of the Lawson Canal, environmental clean-up and the Racine Street bridge repair/replacement are major issues surrounding the redevelopment of 460 Ahnaip Street. Fish Fry must prudently wait for resolution of these issues before commencing construction. In the meantime, Fish Fry and Gries Architecture will continue to refine the project design and solicit community input. We want the Big Banta to be a landmark development of regional significance with long term benefit to the City of Menasha.

Please contact me with questions or comments.

Sincerely,



Todd Parker  
President  
Fish Fry Properties  
1090 Holly Street  
Denver, CO 80220  
(303) 393-1363  
Todd@FishFryProperties.com

Cc: Brannin Gries, Gries Architecture



### Memorandum

To: Redevelopment Authority  
From: Joe Stephenson, Associate Planner  
Date: August 7<sup>th</sup>, 2018  
RE: Banta Peninsula - Public Space Rules

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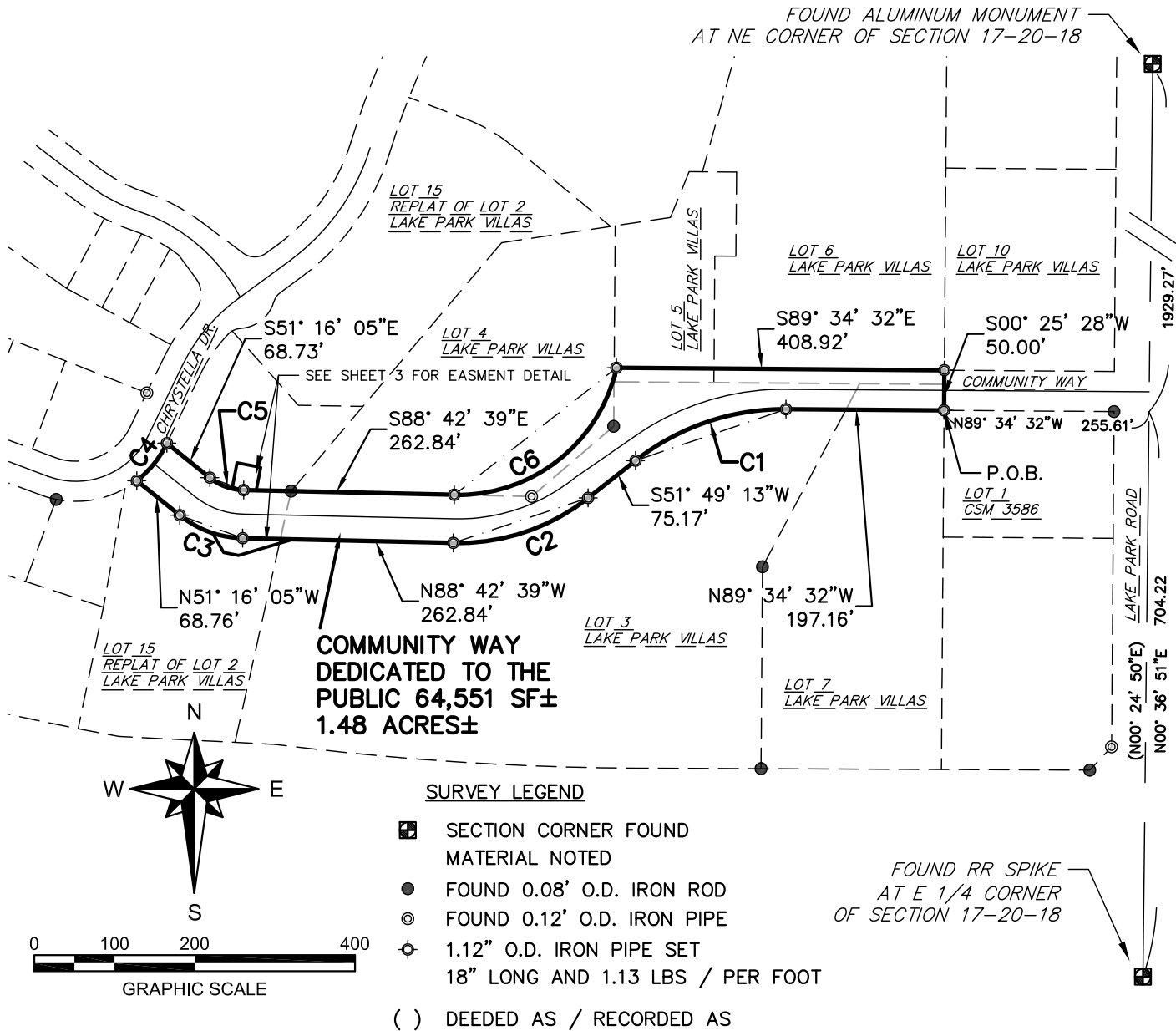
On July 25, 2018 there was an informational meeting held at the Banta site to gather citizen input as well as inform the public about the Banta site. At this meeting a number of individuals were upset with illegal and nuisance activities occurring on the peninsula north of the Racine Street Bridge. Residents along the canal, adjacent to the peninsula, met with city officials and staff to help create a set of rules for the peninsula. These rules would then be displayed on a sign much like our Parks Rules at other public spaces. Staff feels these rules are vital from a public safety stand point and should be implemented. The list of rules would affect the area north of the Racine Street Bridge bound on the east side by the Lawson Canal and the west side by the Menasha Canal. The rules displayed would include:

1. Hours of operations 7:00 AM – 10:00 PM
2. No person shall litter, dump, or deposit any rubbish, refuse, earth, or other material.
3. Sleeping, camping, or lodging is forbidden.
4. No person shall start, tend, or maintain a fire.
5. No person shall operate an unlicensed or licensed motorized vehicle outside of areas specifically designated as parking areas and where the operation of such vehicles is specifically permitted.
6. No person shall operate a snowmobile.
7. No person shall bring into, carry onto, or possess while in the public space glass bottles or glass containers.
8. No person shall park any motor vehicle in any public space except in designated parking area.
9. Hunting and possessing or discharging firearms or weapons of any kind is prohibited.
10. Cleaning of fish is prohibited.
11. Swimming prohibited.
12. Domestic animals are prohibited.
13. The consumption of alcohol while on the premises is prohibited.

**Staff recommends approval of the rules to be displayed at the Banta Peninsula.**

CERTIFIED SURVEY MAP - \_\_\_\_\_

BEING PART OF LOTS 3, 4, 5, 6, AND 7 OF LAKE PARK VILLAS, AND PART OF LOT 15 OF THE REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9, AND OUTLOT 24 OF LAKE PARK VILLAS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN



CURVE TABLE								
CURVE #	RADIUS	DELTA	CHORD	CHORD BRG.	ARC	TANGENT	TANGENT BRG. IN	TANGENT BRG. OUT
C1	300.00'	38°36'15"	198.33	S71° 07' 20"W	202.13	105.07	N89° 34' 32"W	S51° 49' 13"W
C2	262.50'	39°28'08"	177.27	S71° 33' 17"W	180.83	94.17	S51° 49' 13"W	N88° 42' 39"W
C3	130.00'	37°26'35"	83.45'	N69° 59' 22"W	84.96	44.06	N88° 42' 39"W	N51° 16' 05"W
C4	125.40'	27°40'58"	60.00'	N38° 45' 17"E	60.59	30.90	N52° 35' 46"E	N24° 54' 48"E
C5	70.00'	37°26'35"	44.94'	S69° 59' 22"E	45.75	23.72	S51° 16' 05"E	S88° 42' 39"E
C6	202.50'	78°41'52"	256.79'	N51° 56' 25"E	278.14	166.03	S88° 42' 39"E	N12° 35' 29"E

BEARINGS REFERENCED TO THE EAST LINE OF THE NE 1/4 SEC. 17-20-18 ASSUMED TO BEAR N00°36'51"E

PREPARED BY:  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188  
262-547-5733

OWNER/SUBDIVIDER:  
City of Menasha  
100 Main St. Suite 200  
Menasha, WI 54952  
Ph. 920-967-3600

DRAFT

Chris Ruetten, P.L.S. 2942

Dated this 22nd day of Aug., 2018



CERTIFIED SURVEY MAP - \_\_\_\_\_

BEING PART OF LOTS 3, 4, 5, 6, AND 7 OF LAKE PARK VILLAS, AND PART OF LOT 15 OF THE REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9, AND OUTLOT 24 OF LAKE PARK VILLAS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

SURVEYOR’S CERTIFICATE

STATE OF WISCONSIN }  
COUNTY OF WAUKESHA } SS

I, Chris Ruetten, Ruekert & Mielke, Inc., Professional Land Surveyor, do hereby certify that at the direction of the Owner(s), that I have surveyed, divided and mapped lands being part of lots 3, 4, 5, 6, and 7 of Lake Park Villas, and part of Lot 15 of the Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 4-5, Outlots 8-9, and Outlot 24 of Lake Park Villas, all located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Northeast 1/4 of Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin, bounded and described as follows:

Commencing at East Quarter Corner of the aforesaid Northeast 1/4 of Section 17; thence N00°36’51”E along the East line of said Northeast 1/4 of Section 17, 704.22 feet; thence N89°34’32”W along the South line of Community Way and it’s Easterly extension, 255.61 feet to to the POINT OF BEGINNING; thence N89°34’32”W, 197.16 feet to a curve; thence along a curve to the left 202.13 feet, having a radius of 300.00 feet, and a central angle of 38°36’15”; thence S51°49’13”W, 75.17 feet to a curve; thence along a curve to the right 180.83 feet, having a radius of 262.50 feet, and a central angle of 39°28’08”; thence N88°42’39”W 262.84 feet to a curve; thence along a curve to the right 84.96 feet, having a radius of 130.00 feet, and a central angle of 37°26’35”; thence N51°16’05”W, 68.76 feet to the Easterly line of Chrystella Dr.; thence along said Easterly line and arc of curve to the left 60.59 feet, having a radius of 125.40 feet, a central angle of 27°40’58”, and a chord bearing N38°45’17”E for 60.00 feet; thence S51°16’05”E, 68.73 feet to a curve; thence along a curve to the left 45.75 feet, having a radius of 70.00 feet, and a central angle of 37°26’35”; thence S88°42’39”E, 262.84 feet to a curve; thence along a curve to the left 278.14 feet, having a radius of 202.50 feet, and a central angle of 78°41’52”; thence S89°34’32”E, 408.92 feet; thence S00°25’28”W, 50.00 feet to the POINT OF BEGINNING. Containing 1.48 acres (64,551 Sq. Ft.) more or less of land. Subject to covenants, conditions, restrictions and easements of record.

That we have made this survey, land division and map by the direction of The City of Menasha.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the division thereof made.

That we have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Menasha ordinances in surveying, dividing and mapping of same.

PREPARED BY:  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188  
262-547-5733

OWNER/SUBDIVIDER:  
City of Menasha  
100 Main St. Suite 200  
Menasha, WI 54952  
Ph. 920-967-3600

DRAFT

Chris Ruetten, P.L.S. 2942

Dated this 22nd day of Aug., 2018



G:\C3D\_2018\8285\_City of Menasha\10010 Community Way Extension\dwg\CSM\CWE\CWE\_CSM.dwg



# Lake Park Square Commercial Land For Sale

## Lake Park Road & Hwy 10/114



Lake Park Square is a 30-acre commercial campus integrated into the Lake Park Villas development. It is designed to support an array of professional office, business and personal services and retail uses. The many amenities include adjoining ponds, gardens and walking trails which enhance the business setting.

Nine fully improved parcels ranging in size from one to six acres are available. Larger parcels may be created by combining existing lots. The Lake Park Square development is owned by the Development Authority of the City of Menasha. The city provides a full range of services and facilities to meet the needs of business and residents alike.



**Newmark Grubb  
Pfeifferle**

### Exclusive Advisor:

**Elizabeth Ringgold** 920.560.5061  
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200 E. Washington Street, 2A  
Appleton, WI. 54911  
Main: 920.968.4700  
Fax: 920.968.4300

# Lake Park Square Commercial Land For Sale

## Lake Park Road & Hwy 10/114



### OPTIMAL UTILITIES

Menasha Utilities, a locally owned and operated utility, provides electric service to Lake Park Square. Menasha Utilities has developed services that help business increase energy efficiency, reduce direct electric expense and control capital costs in order to remain competitive. MU rates are among lowest in Northeast Wisconsin.

Natural gas service is provided by WE Energies. The Waverly Sanitary District supplies water and sanitary sewer. AT&T is the phone service provider for Lake Park Square.

LOT NUMBER	ZONING	SQUARE FEET	ACRES	ASKING
15	C-1 GENERAL COMMERCIAL ZONING	74,531	1.71	\$110,000
13	C-1 GENERAL COMMERCIAL ZONING	51,052	1.17	\$100,000
11	C-1 GENERAL COMMERCIAL ZONING	62,378	1.43	\$120,000
10	C-1 GENERAL COMMERCIAL ZONING	53,405	1.23	\$75,000
9	C-1 GENERAL COMMERCIAL ZONING	44,083	1.01	SOLD
8	C-1 GENERAL COMMERCIAL ZONING	60,948	1.40	SOLD
7	C-1 GENERAL COMMERCIAL ZONING	94,438	2.17	SOLD
4	C-1 GENERAL COMMERCIAL ZONING	82,651	1.90	\$83,000
3	C-1 GENERAL COMMERCIAL ZONING	251,820	5.78	\$195,000

### Neighbors to this development include:

- Lake Park SportsZone
- The Source Public House
- Lake Park Pub
- Little Inspirations Childcare Center
- Lake Park Swim & Fitness
- Gardens of Fountain Way
- Christ the Rock Church
- Northshore Country Club



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**BROKER DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS**

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

2 **BROKER DISCLOSURE TO CUSTOMERS**

3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker  
4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide  
5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker owes you, the customer, the  
6 following duties:

7 ■ The duty to provide brokerage services to you fairly and honestly.

8 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.

9 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless  
10 disclosure of the information is prohibited by law.

11 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is  
12 prohibited by law (See Lines 47-55).

13 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the  
14 confidential information of other parties (See Lines 22-39).

15 ■ The duty to safeguard trust funds and other property the broker holds.

16 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and  
17 disadvantages of the proposals.

18 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you  
19 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

20 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of  
21 a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

22 **CONFIDENTIALITY NOTICE TO CUSTOMERS**

23 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION  
24 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,  
25 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR  
26 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER  
27 PROVIDING BROKERAGE SERVICES TO YOU.

28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (SEE LINES 47-55).

30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION  
31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST  
33 THAT INFORMATION BELOW (SEE LINES 35-36). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER  
34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

35 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

36

37 **NON-CONFIDENTIAL INFORMATION** (The following information may be disclosed by Broker): \_\_\_\_\_

38

39 (INSERT INFORMATION YOU AUTHORIZE THE BROKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)

40 **CONSENT TO TELEPHONE SOLICITATION**

41 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may  
42 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we  
43 withdraw this consent in writing. List Home/Cell Numbers: \_\_\_\_\_

44 **SEX OFFENDER REGISTRY**

45 Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the  
46 Wisconsin Department of Corrections on the Internet at: <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

47 **DEFINITION OF MATERIAL ADVERSE FACTS**

48 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that  
49 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect  
50 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision  
51 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence  
52 that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce  
53 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information  
54 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or  
55 agreement made concerning the transaction.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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Drafted by Attorney Debra Peterson Conrad

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Untitled

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