

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
March 30, 2021
Room 133**

5:15 PM

Or immediately following the Plan Commission meeting

AMENDED AGENDA

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. PUBLIC HEARING

D. MINUTES TO APPROVE

1. Minutes of the March 2, 2021, Redevelopment Authority Meeting

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA

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

F. DISCUSSION / ACTION ITEMS

1. Residential Lot Sale Update – Lake Park Villas (Gail Popp)
2. Lawson Canal Draft Concept Plan
3. Consideration of Blighted Properties – 2011 Manitowoc Road
4. Lots 13 and 15 of Lake Park Villas – Right of Reversion
5. **Offer to Purchase – 1133 Province Terrace – Fairway Lawn Care & Snow Removal, LLC**
6. Second Amendment to the Land Purchase and Development Agreement between the Redevelopment Authority and Banta 1, LLC – 460 Ahnaip Street (Former Banta Building)
7. **The RDA may adjourn into Closed Session pursuant to Wis. Statute 19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Offer to Purchase – 1133 Province Terrace – Fairway Lawn Care & snow Removal, LLC)**
8. The RDA may adjourn into Closed Session pursuant to Wis. Statute 19.85(1)(g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Second Amendment to the Land Purchase and Development Agreement between the Redevelopment Authority and Banta 1, LLC – 460 Ahnaip Street (Former Banta Building))
9. The RDA may adjourn into Open Session to take action on items discussed in Closed Session.
10. Set Next Meeting

G. ADJOURNMENT

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

**CITY OF MENASHA
Redevelopment Authority
Menasha City Center
100 Main Street, Room 133
March 2nd, 2021
DRAFT MINUTES**

A. CALL TO ORDER

The meeting was called to order by Chairperson Vanderhyden at 5:19 PM.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Chairperson Kim Vanderhyden, Alderperson Nichols, Matt Vanderlinden, Shane Correll, Bob Stevens, Kip Golden and Gail Popp.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED:

OTHERS PRESENT: CDD Schroeder, PP Stephenson, and PRD Megan Sackett

C. PUBLIC HEARING

None

D. MINUTES TO APPROVE

1. Minutes of the February 2, 2021, Redevelopment Authority Meeting

Comm. Stevens made a motion to approve the minutes of February 2, 2021 Redevelopment Authority Meeting. The motion was seconded by Comm. Correll. The motion carried.

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA

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

No public comments.

F. DISCUSSION / ACTION ITEMS

1. Lawson Canal Update

a. Lawson Canal Area Redevelopment Discussion – Phase I (Stantec and Neighborhood Planners)

CDD Schroeder gave an update on the Lawson Canal and where the project stands.

The Redevelopment Authority entered into a conversation with the following being discussed:

- Stantec and Neighborhood Planners credentials and their familiarity with the WDNR.
- Concept Designs for the Lawson Canal.
- Public engagement for the project and virtual surveys/meeting options.

No action taken.

b. Future Access to Gilbert Site (Parcel 3-00527-04)

CDD Schroeder explained the canal dam structure as it relates to the Lawson Canal, Gilbert Site, and Banta Site.

The Redevelopment Authority entered into a conversation with the following being discussed:

- The need to provide the Gilbert remnant parcel with adequate access to be developable.
- The potential for an Oak Street extension.
- Size and buildability of the Banta/Gilbert Peninsula.
- Right to purchase verses outright purchase.
- The need to move forward with the Lawson Canal project.

Alderson Nichols motioned that upon acquisition by the City of Menasha of the Lawson Canal area from the PJC Group LLC as described in the right to purchase provided in the March 2, 2021 RDA packet, that future access will be granted to portions of parcel 3-00527-04 that is disconnected to its parent parcel from the future Oak Street right-of-way. The motion was seconded by Comm. Stevens. The motion carried.

2. Assignment of Land Purchase and Development Agreement – Banta Property (Southwest end of 460 Ahnaip Street) – YBR Properties, LLC to Banta 1, LLC

CDD Schroeder explained the development agreement for the Banta site and the common business practice of a parent company to make a separate LLC specific to a development.

A motion was made by Alderson Nichols to approve the assignment of the land purchase and development agreement as amended from YBR Properties, LLC to Banta 1, LLC. The motion was seconded by Comm. Vanderlinden. The motion carried with six in favor and one abstention by Comm. Golden.

3. Vacant RDA Owned Lands – Province Terrace and Manitowoc Road Corridors Discussion

CDD Schroeder gave an update surrounding the vacant lands owned by the RDA and the need for a workshop to decide the direction of these lots.

4. Residential Lot Sale Update – Lake Park Villas – Gail Popp

Comm. Popp gave an update on the Lake Park Villas residential lots.

5. Set Next Meeting (March 30, 2021)

The next meeting was set for March 30th, 2021.

G. ADJOURNMENT

Chairperson Vanderhyden made a motion to adjourn the meeting at 6:23 PM. The motion was seconded by Comm. Golden. The motion carried.

Minutes respectfully submitted by PP Stephenson.



MEMORANDUM

Date: March 30, 2021
To: Plan Commission and Redevelopment Authority
From: Community Development Department/SS
RE: Lawson Canal Draft Concept Plan

Last week Tuesday, March 23, 2021, Stantec and Neighborhood Planners hosted a community meeting to discuss the naturalization of the Lawson Canal and future public access. This community meeting is a step towards bringing the long discussed Lawson Canal revitalization to fruition. Once public comments can be compiled, the City Parks Department in conjunction with the consultants and Community Development will work to bring forward a resolution of support to the Common Council for their consideration. This approval would be needed to go apply for a Wisconsin DNR Stewardship Grant this May. If granted, this fall sufficient budget would be in place to finalize the design of project and would provide additional support for going out to obtain additional funding.

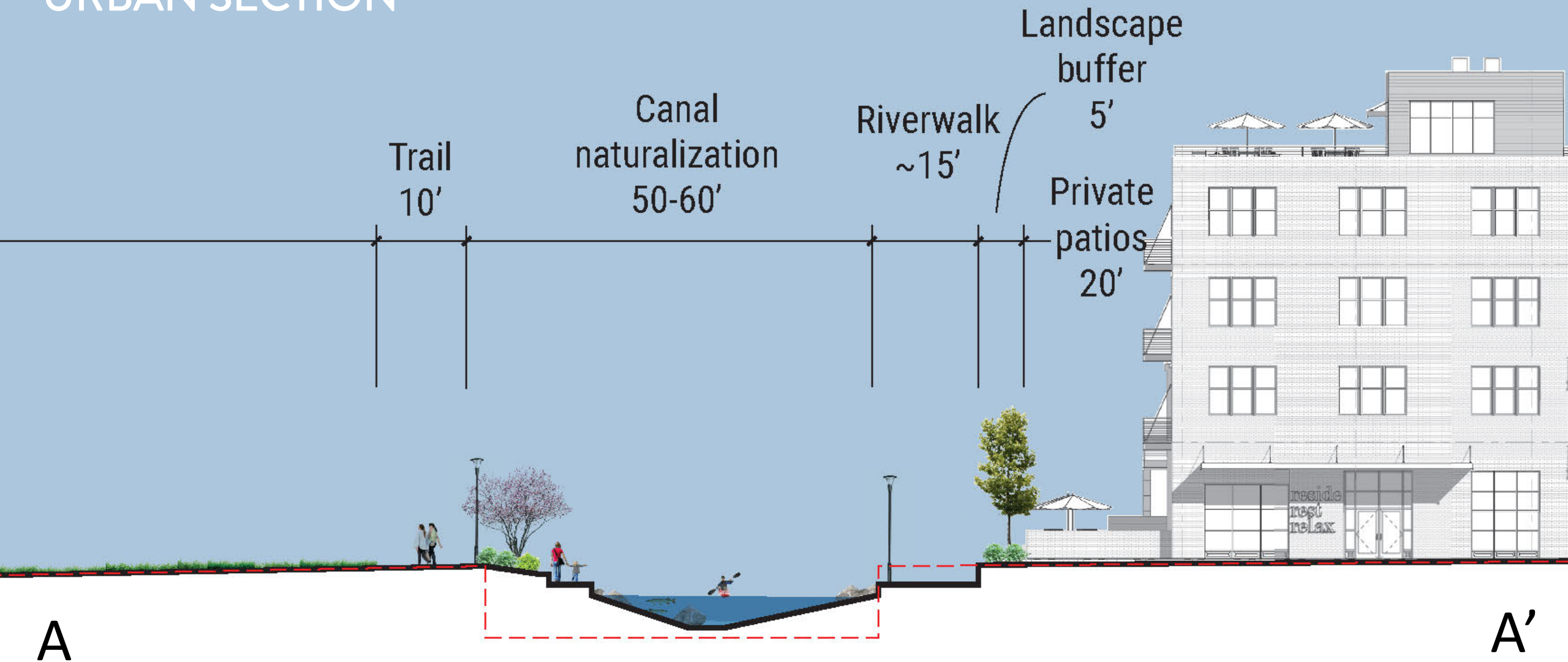
Tentatively the Plan Commission and RDA would review a final concept plan on April 13, 2021 and recommend approval to the Common Council for their consideration on April 20, 2021.

Attached is the draft concept plan that was presented last week.

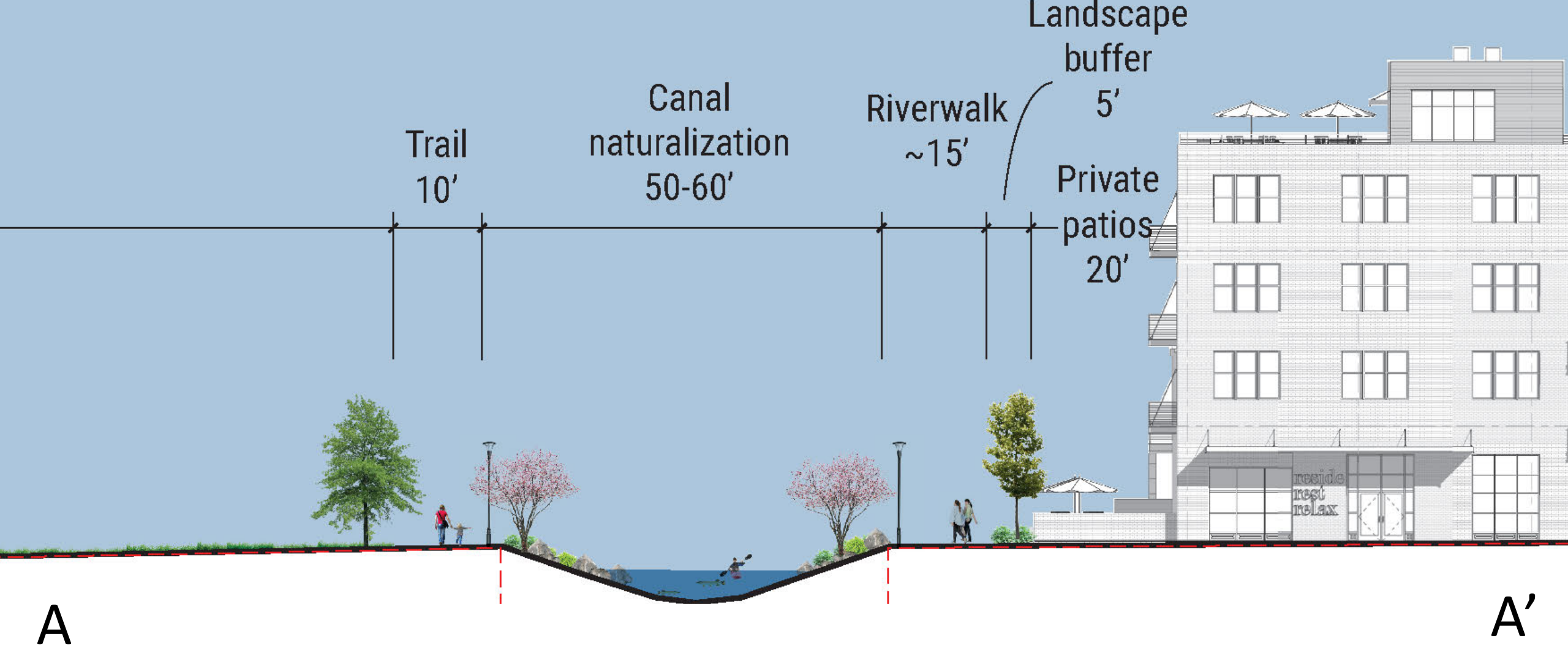
DRAFT CONCEPT
PLAN



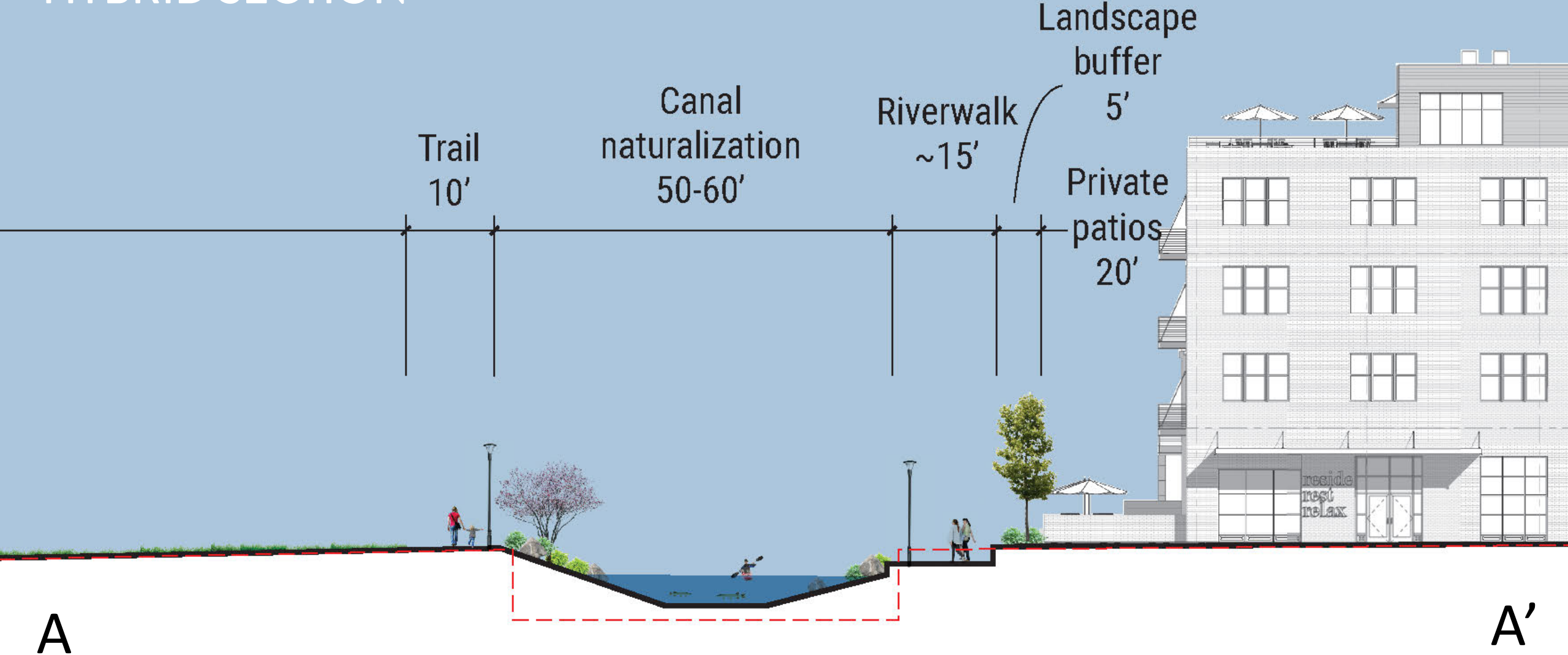
URBAN SECTION



NATURALIZED SECTION



HYBRID SECTION



TIMELINE

TIMELINE	2021	2022	2023
Approve concept plan (Phase 1)			
Secure major funding commitments (Phase 1-3)			
Preliminary engineering (Phase 2)			
Final design (Phase 3)			
Construction (Phase 4)			



MEMORANDUM

Date: March 30, 2021
To: Redevelopment Authority
From: Community Development Department/SS
RE: Consideration of Blighted Properties – 2011 Manitowoc Road

At the December 8, 2020 RDA meeting, the RDA discussed possibly acquiring the former Markway Metals at 2011 Manitowoc Road acknowledging the public benefit and future renewal the community wishes to see. With that, the RDA did motion to move forward with the acquisition of the former Markway Metals at 2011 Manitowoc Road to facilitate redevelopment, urban renewal and the orderly growth of the community. With on-going negotiations, the RDA motioned on February 2, 2021, to give the Chair, Attorney and the Executive Director to the RDA the ability to work and execute this purchase agreement. This executed purchase agreement is attached for reference.

Per the agreement, the sale is contingent upon the Common Council approving the acquisition of the property by the RDA outside of a redevelopment plan and for the property to be determined to be blighted following Wisconsin State Statutes 66.1333. The Common Council did approve the acquisition at their March 15, 2021 meeting which triggers the start of the blighting process per the agreement. A blighted property is defined by Wisconsin State Statutes 66.1333(2m) as:

“Any property within a city, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provisions for ventilation, light, air or sanitation, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and is detrimental to the public health, safety, morals or welfare, or any property which by reason of faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair market value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provisions of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use, or any property which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.”

Since there is not a redevelopment plan of this area, the RDA does need to provide notice of the consideration to blight a property, hold a public hearing, approve a resolutions and have a resolution of support approved by the Common Council. At this time the timeline for this is as follows:

1. RDA March 30th – Approve the consideration of blighting 2011 Manitowoc Rd
2. RDA May 4th – Hold a public hearing and approve a resolution determining certain property to be blighted
3. Council May 17th – Approve a resolution declaring property to be blighted

Staff recommends, the Redevelopment Authority motion for the consideration of blight, Pursuant to §66.1333(5)(c)2, Wisconsin State Statutes, to hold a public hearing to determine if the following property is blighted: 2011 Manitowoc Road (Parcel 7-00011-06).

LAND PURCHASE AGREEMENT

This Land Purchase Agreement (Agreement) is entered into as of March 16, 2021, between The Redevelopment Authority of the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 (Buyer), and Mark Schierl and Kathryn A. Schierl, an individual, N2718 10th Road, Montello, WI 53949 (Seller), to facilitate the land purchase of 2011 Manitowoc Road, Menasha, WI 54952, County of Calumet, State of Wisconsin.

WHEREAS, the Seller wishes to sell fee title ownership of 2011 Manitowoc Road, Menasha, WI, parcel 7-00011-06, herein the Property.

WHEREAS, the Buyer per the closed session during the meeting of December 8, 2020, wishes to acquire the Property to facilitate redevelopment, urban renewal and the orderly growth of the community.

NOW THEREFORE, the parties mutually agree as follows:

1. The Buyer shall purchase the Property from the Seller for the purchase price of \$75,000.00. There shall be earnest money of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) which shall be deposited with Seller's attorney's IOLTA trust account, specifically Strang Patteson Renning Lewis & Lacy, S.C. IOLTA Trust Account. Said earnest money shall become non-refundable upon the satisfaction of the good faith contingencies listed below in Provision 1(a) and 1(b). The closing of this property shall be contingent upon the Buyer obtaining the following, to which the Seller does not object:
 - a. The City of Menasha Common Council approves the acquisition of the Property by the Buyer no later than 60 days from the date of this Agreement.
 - b. Upon approval by the Common Council as noted under Section 1.a. above, the Property is determined to be blighted following the requirements of Wisconsin State Statutes 66.1333.
2. Closing of the Property shall take place no later than June 1, 2021.
 - a. The Seller may extend the closing date in one month intervals, not to exceed 6 extensions (December 1, 2021) by submitting a written notice to the Buyer no fewer than 10 business days before the closing date.
 - b. Seller shall have the right to remove certain fixtures that are attached to the real property, upon written agreement between the parties relating thereto, which shall be reached no later than Ten (10) days from the date of this Agreement.
 - c. Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. Real estate taxes shall be prorated at closing based on the net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted).
 - d. Upon payment of the purchase price, the Seller shall convey the Property by warranty deed, free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for 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 Agreement, general taxes levied in the year of the closing which constitutes merchantable title for purposes of this transaction.
- e. The Seller shall draft the necessary documents as it relates to the closing of the Property including a warranty deed, closing statement, and the Wisconsin Real Estate Transfer Return. The Seller hold the right to review said documents to ensure compliance with this Agreement.
 - f. The Seller shall complete then execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.
 - g. The 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.
 - h. The closing of the Property will take place at a time and date to be determined at the City Hall of the City of Menasha.
3. The Seller accepts the terms of this Agreement as an exclusive offer and shall not market or sell the Property to a third party so as long as this Agreement is in effect.
 4. The Buyer holds the rights to review and inspect the property upon a reasonable request including on-site inspection and conducting a phase I environmental report.
 5. The Buyer accepts the Property in an "as is" condition. The Buyer acknowledges that he has had adequate time and opportunity to inspect the Property prior to the closing of this transaction and has chosen not to do so. For purposes of this agreement, "as is" shall mean the Seller gives no warranties and/or representations and has no obligation to do so.
 6. This Agreement shall terminate if either of the following fails:
 - a. Approval by the City of Menasha Common Council of the acquisition of the Property by the Buyer.
 - b. "Blight" determination of the Property as per Wisconsin State Statutes 66.1333.
 7. In the event that this transaction fails to close due to default on the part of the Buyer, the earnest money shall be released to the Seller as agreed as liquidated damages and not as a penalty, the parties shall be released from all further obligations under this Agreement, and the Seller shall have no further claim against the Buyer for damages by reason of the Buyer's failure to consummate this transaction or, in the alternative, Seller may, at Seller's option, return the earnest money to Buyer and elect to pursue the remedies available to it at law or in equity.
 8. The parties agree this constitutes the complete agreement of the parties. Any amendments shall not become effective until agreed to in writing and signed by all parties.
 9. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, properly addressed, or emailed as indicated below:

To Seller: Mark Schierl
N2718 10th Road
Montello, WI 53949
rtmarkwayllc@gmail.com

With a copy to: Attorney Kelly J. Schwab
Strang Patteson Renning Lewis & Lacy, S.C.
43 W. 6th Avenue
Oshkosh, Wisconsin 54902
kschwab@strangpatteson.com

To the Buyer: The Redevelopment Authority of the City of Menasha
Attn: Community Development Director
100 Main Street, Ste 200
Menasha, WI 54952
sschroeder@ci.menasha.wi.us

With a copy to: City of Menasha
Attn: City Attorney
100 Main Street, Ste 200
Menasha, WI 54952
pcaptain@ci.menasha.wi.us

Any party may, by written notice to the party(ies), designate a change of address for the purposes aforesaid.

[Signature Page on Next Page]

ACCORDINGLY, the Buyer and Seller have executed this Land Purchase Agreement as of the date written below.


The Redevelopment Authority of the City of Menasha


Philip K. Vanderhyden, Chairman

Dated: 3-17-2021

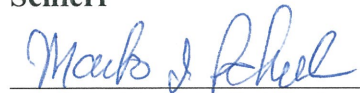
State of Wisconsin
County of Winnebago

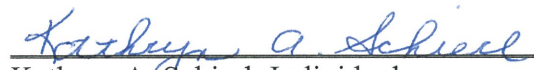
Personally came before me on this 17 day of March, 2021,
the above-named Philip K. Vanderhyden to me known to be the person who executed the foregoing instrument and acknowledged the same.


Valerie Neuman
Notary Public
My commission expires: 2/11/2025



Schierl



Mark Schierl, Individual


Kathryn A. Schierl, Individual

Dated: 3-16-21

State of Wisconsin
County of Winnebago

Personally came before me on this 16th day of March, 2021,
the above-named Mark Schierl and Kathryn A. Schierl to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public
My commission expires: is permanent



MEMORANDUM

Date: March 30, 2021
To: Redevelopment Authority
From: Community Development Department/SS
RE: **Lots 13 and 15 of Lake Park Villas – Right of Reversion**

On April 16, 2020, the RDA motioned to approve the sale of Lots 13 and 15 to Silver Street Properties. Per this approval, a deed restriction was added to the offer that there is a right of reversion (option to buy back) if building permits are not obtained before May 14, 2021.

As a refreshment, Silver Street Properties also purchased the former Source restaurant and since that time has purchased Lot 16 of Lake Park Villas, being the vacant lot on the corner of Lake Park Rd and Villa Way. This past year has certainly been a struggle for all to navigate, but it was recently publicized that this group is working with El Jaripeo to back fill the Source restaurant space. This, in addition to the new street construction and the other residential construction will hopefully gain additional interest in these properties.

As this date is coming soon, staff wanted to solely make the RDA aware of this right. At this time no action is required.



MEMORANDUM

Date: March 30, 2021

To: Redevelopment Authority

From: Community Development Department/SS

RE: Offer to Purchase – 1133 Province Terrace – Fairway Lawn Care & Snow Removal, LLC

On Friday, March 26, 2021, the RDA received an offer to purchase for 1133 Province Terrace, being Lot 11 of Province Terrace Subdivision by Fairways Lawn Care and Snow Removal, LLC (Fairways). For reference, this is the large vacant lot located north of the Stone Toad abutting three public street: Oneida St, Jenne Street, and Province Terrace as shown here as parcel 7-00001-11.

To summarize this offer, the purchase price is \$41,000, with an acceptance date of 4/2/2021, a closing date of 8/23/21, \$1,000 of earnest monies, contingent upon the ability to construct a 9,500 square foot construction services building to be used as their primary business location, requires the RDA to provide a survey of the property, and contingent upon financing. The buyer also submitted a letter of intent which requested the brick to be reduced on the building. For clarification, the RDA cannot grant this request and this would likely need to be requested to the Zoning Board of Appeals for a variance.

This property is 1.46 acres, zoned C-1 General Commercial, and listed at \$126,847 which calculates to \$86,881.51 per acre. In comparison, the property (1205 Province Terrace) to the northeast of the daycare located at 1180 Province Terrace, sold in the fall of 2019 for \$255,500 for 2.4 acres which is roughly \$107,000 per acre.



Staff would recommend the RDA not accept this offer to purchase as presented: the purchase price is fairly low being 32% of the listing price, only \$28,082 per acre for arguably the most marketable lot and in comparison to general sales in the area; the building footprint is fairly small to the overall property size; the map/survey contingency would be added costs (line 287 to 304); and the RDA has not provided gap endorsement as a municipal entity (line 506-511).

Staff would recommend the RDA adjourn into Closed Session pursuant to Wis. Statute 19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session as it relates to the Fairways Lawn Care and Snow Removal LLC Offer to Purchase of 1133 Province Terrace.

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** 03/26/2021 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**
3 The Buyer, Fairways Lawn Care & Snow Removal, LLC,
4 offers to purchase the Property known as 1133 Province Terrace, Lot 11 Menasha WI 54952,
5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Menasha,
8 County of Winnebago Wisconsin, on the following terms:
9 **PURCHASE PRICE** The purchase price is forty-one thousand
10 Dollars (\$ 41,000.00).
11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____
13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**
16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: _____
18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**
21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.
26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
27 **an addendum per line 686.**
28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before 04/02/2021.
30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.
34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
36 **CLOSING** This transaction is to be closed on 08/23/2021
37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**
44 **EARNEST MONEY**
45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ■ EARNEST MONEY of \$ 1,000.00 will be mailed, or commercially, electronically
48 or personally delivered within 5 days ("5" if left blank) after acceptance.
49 All earnest money shall be delivered to and held by (listing Firm) (~~drafting Firm~~) (other identified as _____)
50 _____) **STRIKE THOSE NOT APPLICABLE**
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**
55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
 81 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
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and **condition report not provided**

99 _____
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
 181 lease agreement or an extension of credit from an electric cooperative.
 182 ☒ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 15 days ("15" if left blank) after acceptance
 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
 190 payback obligation.
 191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
 192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
 193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
 194 **continued after sale. The Parties agree this provision survives closing.**
 195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
 205 <https://dnr.wisconsin.gov/topic/forestry>.
 206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
 210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.
 211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
 214 visit <http://www.datcp.state.wi.us/> for more information.
 215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
 220 Agency office or visit <http://www.fsa.usda.gov/>.
 221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
 228 zoning restrictions, if any.
 229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 230 where one or both of the properties is used and occupied for farming or grazing purposes.
 231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 232 **occupied for farming or grazing purposes.**
 233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 30 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: **Building a Landscaping Business, with a building of**
252 **approximately 9,500 sqft.**

253 [insert proposed use
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 ☒ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 ☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 ☒

266 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____.

268 ☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ☒ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: All building permits, extension of all utilities to the building.

274 _____
275 ☒ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) ☒ **CHECK AND COMPLETE AS APPLICABLE:**

277 ☒ electricity at lot line; ☒ gas at lot line; ☒ sewer at lot line;

278 ☒ water at lot line; ☒ telephone at lot line; ☒ cable at lot line;

279 ☐ other: _____.

280 ☒ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ☒ ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a ☒ **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (~~Buyer obtaining~~) (Seller providing) ☒ ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within 30 days ("30" if left blank) after acceptance, at (~~Buyer's~~) (Seller's) ☒
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of 1.45 acres, maximum of 1.46
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____
294 ☒ **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

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303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

320 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 ☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 **Construction Loan** [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within **40** days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 **630,172.00** for a term of not less than **25** years, amortized over not less than **25** years. Initial

359 monthly payments of principal and interest shall not exceed \$ **3372.81**. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

362 to pay discount points in an amount not to exceed **0**% ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any 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 371 or 372.

☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 4.125 %.

☐ **ADJUSTABLE RATE FINANCING:** The initial 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 _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** 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 a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

- (1) signed by Buyer; or,
- (2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment 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.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or
 - (2) the Deadline for delivery of the loan commitment on line 357,
- to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under 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, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and 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 COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

- (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or
- (2) _____

_____[Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment 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 commitment contingency.

☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon 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 stated on line 1 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 30 days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within 5 days ("5" if left blank) after Buyer's delivery of the appraisal

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425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 ☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____

447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 ☐ Proof of bridge loan financing.

450 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____

453

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____.

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

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 ☐ Current assessment times current mill rate (current means as of the date of closing).

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

478 ☐ _____

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 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

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

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

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

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

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)-
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

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

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

537 _____
538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** This offer is contingent on Buyer obtaining a Pre-Approval for the total
651 loan for the lot and the build from his lender within 30 days of acceptance. This offer is contingent upon Buyer's building
652 plans, submitted with this offer, being approved by the City of Menasha to build and operate Fairways Lawn Care & Snow
653 Removal, LLC. If plans to build and operate this business are not approved by the City of Menasha, this offer will be
654 declared null and void within 3 days of receipt of Notice of such, and all earnest money shall be returned to Buyer.

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DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 688-683.

(1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 670 or 671.

Name of Seller's recipient for delivery, if any: _____

Name of Buyer's recipient for delivery, if any: _____

(2) **Fax**: fax transmission of the document or written notice to the following number:

Seller: _____ Buyer: _____

(3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 679 or 680.

(4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller: _____

Address for Buyer: _____

(X) (5) **Email**: electronically transmitting the document or written notice to the email address.

Email Address for Seller: elizabethr@ngpwi.com

Email Address for Buyer: lkortens@coldwellhomes.com

PERSONAL DELIVERY/ACTUAL RECEIPT

Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

(X) **ADDENDA**: The attached Letter of Intent, Prelim. Bldg Plan, Build Estimate is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Lisa Kortens, Coldwell Banker Real Estate Group

(X) Jeff Feistel Buyer's Signature ▲ Print Name Here ► Jeff Feistel for Fairways Lawn Care & Snow Removal, LLC Date ▲

dotloop verified
03/26/21 2:59 PM CDT
N2RH-GTGD-CH58-2ADX

(X) _____ Buyer's Signature ▲ Print Name Here ► _____ Date ▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(X) _____ Seller's Signature ▲ Print Name Here ► _____ Date ▲

(X) _____ Seller's Signature ▲ Print Name Here ► _____ Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m. ☐ ☐

This Offer is rejected ☐ ☐ This Offer is countered [See attached counter] ☐ ☐
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM TR TO THE OFFER TO PURCHASE - TIMELINES AND CLOSING

Addendum TR may be used with any Offers to Purchase or other contracts for the acquisition of property where the buyer is a consumer seeking a consumer credit loan primarily for personal, family, or household purposes and the loan is secured by real property. This may include, without limitation, the WB-11 Residential Offer to Purchase, the WB-13 Vacant Land Offer to Purchase (depending upon the purpose of the purchase), the WB-14 Residential Condominium Offer to Purchase, the WB-26 Timeshare Contract (Sale by Developer) or the WB-27 Time Share Contract (Resale by Non-Developer).

1 This Addendum is made part of the Offer to Purchase/Contract dated 03/22/2021, made by
 2 Fairways Lawn Care & Snow Removal, LLC (Buyer), with respect to the Property at
 3 1133 Province Terrace, Menasha, WI 54952.

4 **OPTIONAL PROVISIONS** Terms preceded by an open box (☐) are part of this addendum only if marked, such as
 5 with an "x." They are not part of this Addendum if marked "n/a" or are left blank.

6 ☒ **CLOSING DATE EXTENSION:** If closing cannot occur by the closing date specified in the Offer/Contract due to
 7 any government lender regulations or disclosure requirements, including those based on the Truth in Lending Act/Real
 8 Estate Settlement Procedures Act Integrated Disclosure (TRID) rules, Buyer shall deliver written notice to Seller and the
 9 date of closing shall be extended for the period necessary to satisfy those requirements, not to exceed
 10 7 business days ("7" if left blank).

11 ☐ **ADDITIONAL CLOSING DATE EXTENSION:** If the funding Buyer will use to purchase the Property is coming from
 12 the sale of another property owned by Buyer, and if that funding is not available to Buyer on the closing date because
 13 the closing date in that transaction has been extended due to government lender regulations or disclosure
 14 requirements, including those based on the TRID rules, Buyer shall deliver written notice to Seller and the date of
 15 closing shall be extended for the period necessary to accommodate the closing of the other transaction, not to exceed
 16 _____ business days ("7" if left blank).

17 ☐ **BUYER'S FINANCING PRE-APPROVAL:** Within seven (7) days of acceptance of this Offer/Contract, Buyer shall
 18 deliver to Seller a written financing pre-approval from a financial institution or mortgage broker based on criteria such as
 19 satisfactory credit history, employment verification, accepted offer terms and Buyer income and debt ratios. If Buyer
 20 does not make timely delivery of said pre-approval, Seller may terminate this Offer/Contract if Seller delivers a written
 21 notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written financing pre-approval, but in
 22 no event later than 15 days after acceptance.

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

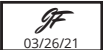



24 **CONTACT INFORMATION FOR CLOSING DISCLOSURE:** To facilitate lender preparation of the Closing Disclosure,
 25 please provide the following broker contact information that is required on that form:

CONTACT INFORMATION	Real Estate Broker for Buyer	Real Estate Broker for Seller
Name of Broker/Company	Coldwell Banker - REG	NAI Pfefferle
Company Address	1050 N. Lynndale Dr, Appleton, WI 54914	200 E. Washington St, 2A Appleton, WI 54911
Broker/Company License No.	91-6849	
Contact/Name of Agent	Lisa Kortens	Elizabeth Ringgold
Agent's License No.	94-61857	
Email Address	lkortens@coldwellhomes.com	elizabethr@ngpwi.com
Telephone Number	920-740-4430	920-560-5061

26 ■ **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges they have received and
27 carefully read this Addendum. (Initialing below does not signify acceptance or agreement with the terms of this
28 Addendum.)

29 **CONFLICTING PROVISIONS:** Should any provision of this Addendum be in conflict with any provision of the Offer to
30 Purchase/Contract or any other addenda to this Offer /Contract, the provisions of this Addendum shall prevail.

31 BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS THAT MAY NOT BE
32 APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE PROVISIONS OF THIS
33 ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY SUFFICIENT FOR ANY SPECIFIC TRANSACTION.
34 BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE
35 PROVISIONS OF THE OFFER/CONTRACT AND THIS ADDENDUM.

36 (X)  03/26/21 (X)  (X)  (X) 
Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

37 **OTHER DRAFTING CONSIDERATIONS**

- 38 1. Add an additional 15 days to the transaction timeline.
39 2. Avoid extending or setting deadlines for provisions or contingencies less than 10 days before closing and
40 finalize all details well in advance of closing
41 3. Allow ample time for any Financing Contingency or Appraisal Contingency.
42 4. Include other walk-throughs earlier in the process to confirm completion of repairs and resolve any
43 discrepancies. Save the final walk through to view the property for the sole purpose of ensuring it has not been
44 damaged since the day of the offer.

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

March 19, 2021

City of Menasha

We are a locally, family owned and operated lawn care and snow removal company. Our business started in 2007 and has grown substantially. We have had the honor of receiving 'Best of the Valley' 2020, and we are excited to set up shop and further grow our roots. Therefore, our long term plan is to construct an attractive building as our next step. We look forward to bringing more business to the area and become a staple in the community.

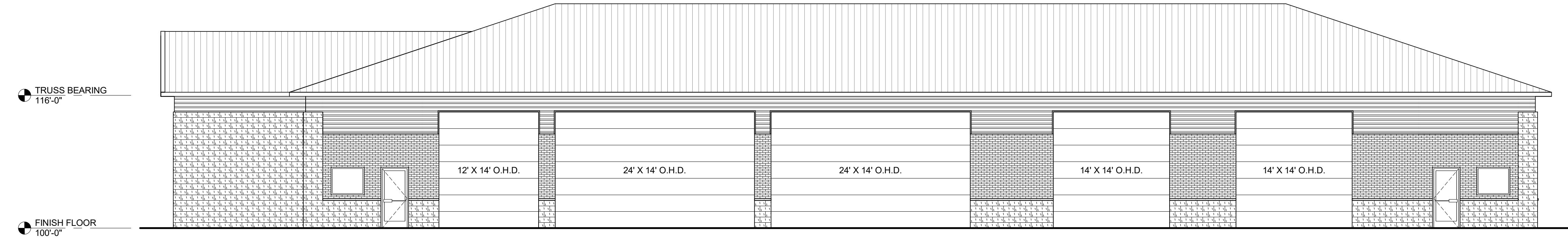
We are asking to reduce the percentage of brick required on the building. Our rational is we want to reduce significant cost by lessening the amount of brick required on the building and instead put those funds into landscaping, blacktop and curb appeal.

Our plan for this site is as follows:

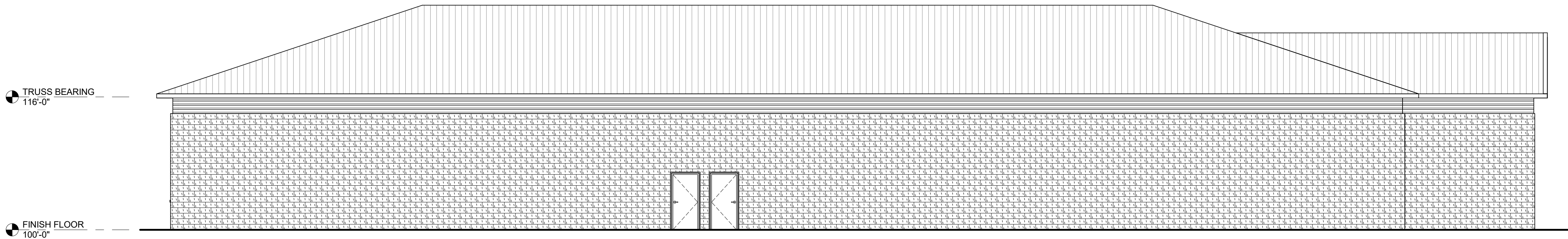
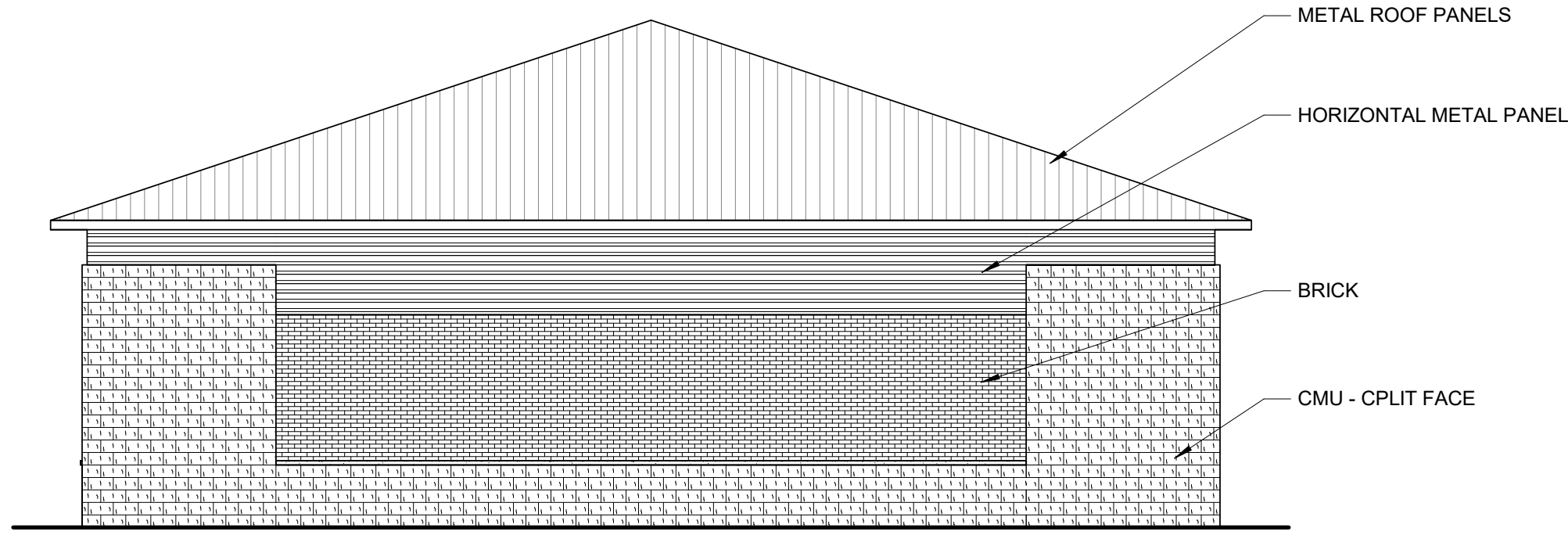
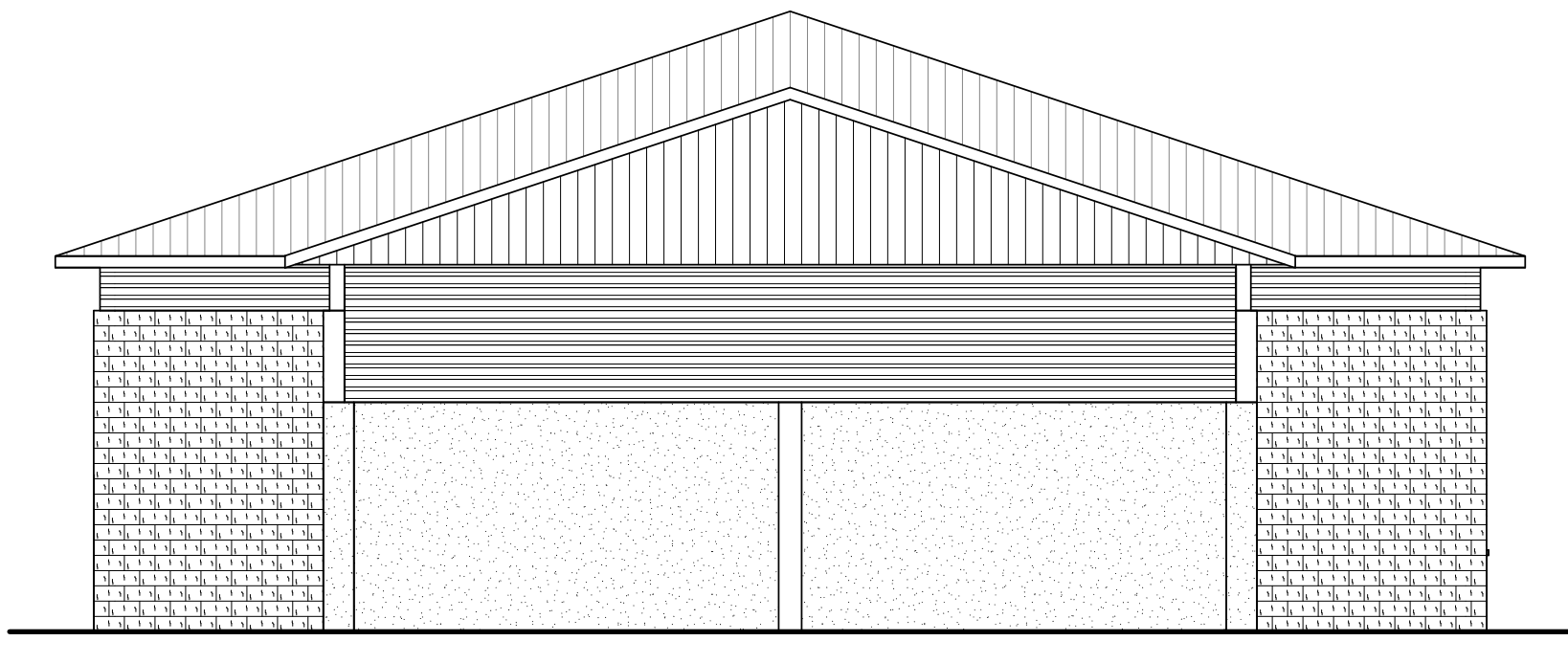
- ✓ We plan to have a fence 6 to 8 feet high on the south side of the building where the brick would be required.
- ✓ We will have a blacktop lot to reduce dust in the area.
- ✓ We are looking to build an attractive building.
- ✓ We want to be cohesive with neighboring homes and businesses.
- ✓ We want to be a sought after and well known business in the community.

Jeff Feistel-Owner

Fairways Lawn Care & Snow Removal, LLC



EXTERIOR MATIERALS		
MATERIAL	AREA	%
BRICK	695 SF	13%
CMU - SPLIT FACE	3401 SF	63%
HORIZONTAL METAL PANEL	1324 SF	24%
	5420 SF	



PRELIMINARY - NOT FOR CONSTRUCTION

PROPOSED BUILDING FOR:
FAIRWAYS LAWN CARE & SNOW REMOVAL, LLC
1133 PROVINCE TERRACE
MENASHA, WISCONSIN, 54952

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ISSUE RECORD:	
P1	03-08-21
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P# = PRELIMINARY IFS = ISSUED FOR STATE IFC = ISSUED FOR CONST.	

PROJECT #:	210087
PROJECT MGR:	MIKE KLARNER
DRAWN BY:	AWS
ISSUE DATE:	03-08-21

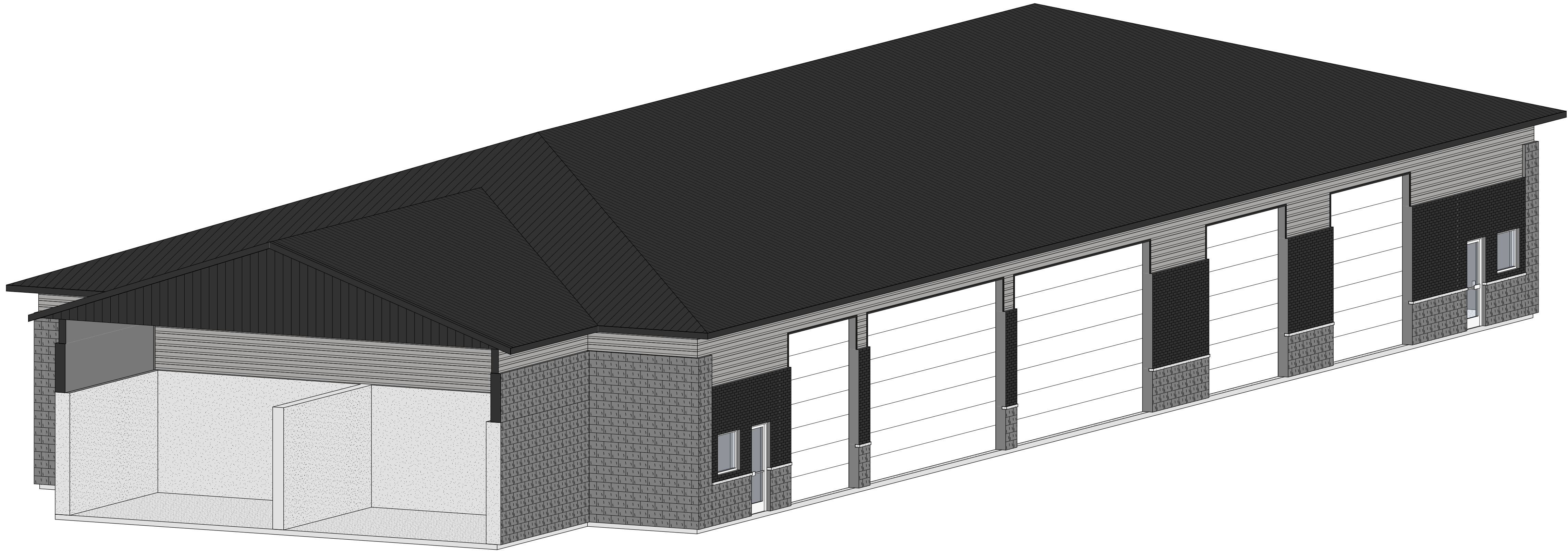
SHEET CONTENTS:
EXTERIOR ELEVATIONS

A-2

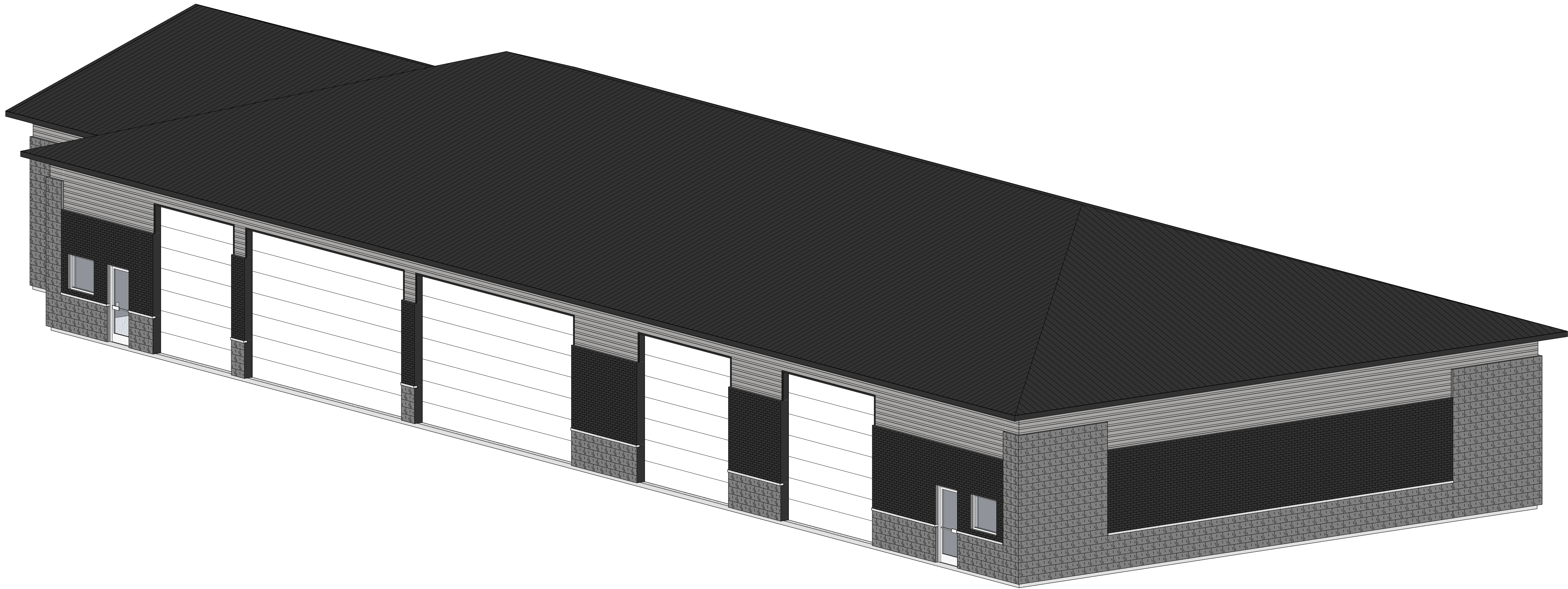
CONSTRUCTION
DESIGN • WELDING

**FOX**
STRUCTURES, INC.

2201 Eastline Road
Kaukauna, WI 54130
Phone (920) 766-9305
Toll Free (800) 238-1368
foxstructures.com



3D VIEW NE
SCALE:



3D VIEW NW
SCALE:

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PROPOSED BUILDING FOR:

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1133 PROVINCE TERRACE
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PROJECT #:	210087
PROJECT MGR:	MIKE KLARNER
DRAWN BY:	AWS
ISSUE DATE:	03-08-21

SHEET CONTENTS:
3D VIEWS

A-3

THE LOT DIMENSIONS AND BEARINGS SHOWN
ON THIS PLAN ARE INTERPRETED VALUES.
FOLLOW UP INVESTIGATION WITH STATE AND
LOCAL AUTHORITIES AND/OR WITH CERTIFIED
SURVEY MAP DATA WHEN AVAILABLE IS
REQUIRED.

COUNTY: CALUMET
MUNICIPALITY: CITY OF MENASHA
PARCEL SIZE: 1.46 ACRES (63,423 S.F.)

ZONING:	C-1 COMMERCIAL
FRONT YARD SETBACK:	10'-0"
REAR YARD SETBACK:	10'-0"
SIDE YARD SETBACK:	0'-0"
MAX. LOT COVERAGE:	30%

**CONSTRUCTION
DESIGN • WELDING**

2201 Eastline Road
Kaukauna, WI 54130
Phone: (920) 766-9305
Toll Free: (800) 236-1369
foxstructures.com

FAIRWAYS LAWN CARE & SNOW REMOVAL, LLC

1133 PROVINCE TERRACE
MENASHA, WISCONSIN, 54952

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[illegible]

P# = PRELIMINARY
IFS = ISSUED FOR STATE
IFC = ISSUED FOR CONST.

PROJECT MGR:
MIKE KLARNER

ISSUE DATE: 03-08-21

SITE PLAN

C-1

PRELIMINARY - NOT FOR CONSTRUCTION





FW: Fairways

Jeff Feistel <FAIRWAYSLLC@hotmail.com>
To: Lisa Kortens <lkortens@coldwellhomes.com>

Fri, Mar 19, 2021 at 1:43 PM

Here are allowances if you need them

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Mike Klarner <mklarner@foxstructures.com>
Date: 3/19/21 10:06 AM (GMT-06:00)
To: Jeff Feistel <FAIRWAYSLLC@hotmail.com>
Subject: RE: Fairways

Jeff, The following is what I have come up with for budgetary pricing on your project. So I'm going to start out using the base price from the buildings you looked at in Little Chute on Spirit court and from there.

\$394,291.00	Base building
\$45,000.00	Addition to building for top soil and slat storage
\$87,000.00	Masonry required by City per plan
\$25,000.00	Additional excavation form base building
\$74,000.00	Asphalt lot per plan
\$8,000.00	Fence across rear of lot and returning to building
\$12,000.00	Plant lawn and basic landscaping
\$14,500.00	Sewer and water lateral hook ups

\$659,791.00 Total budget price for complete project.

I will call you shortly to discuss.

Thank you,

Mike Klarner



2201 Eastline Road

Kaukauna, WI 54130

920-766-9305 (Office)

920-419-2650 (cell)

Mklarner@foxstructures.com

www.foxstructures.com



From: Jeff Feistel [mailto:FAIRWAYSLLC@hotmail.com]

Sent: Tuesday, March 16, 2021 1:59 PM

To: Mike Klarner <mklarner@foxstructures.com>

Subject: RE: Fairways

Hey Mike,

Any updates or nothing yet?

Jeff



MEMORANDUM

Date: March 30, 2021
To: Redevelopment Authority
From: Community Development Department/SS
RE: **Second Amendment to the Land Purchase and Development Agreement between the Redevelopment Authority and Banta 1, LLC – 460 Ahnaip Street (Former Banta Building)**

Attached to this memorandum is a draft second amendment to the land purchase and development agreement with Banta 1, LLC for the redevelopment and sale of the former Banta Building.

At the previous meeting, the RDA motioned to approve the assignment of the Banta development from YBR Properties, LLC to Banta 1, LLC through a motion. Since this time, staff and the developer were told by the financial institutions that this needs to be an actual amendment to the agreement. In addition to the assignment, there were also certain obligations that needed to be completed prior to the end of the month being March 31st. These obligations included, closing on the property and commencing construction. At this time, the developer is not at a point where they can close on the property as they are still working out the financial commitments for the project which is required before we close.

Per the Developer, currently the project has the construction drawings at the State for review, is conducting the needed vapor analysis and testing of the building, is hopeful for financial commitments in the coming weeks (final approval and closure may take a month plus), has stated the equity for the project is in a reserved account with the bank ready to execute, has the job bid, is lined up to have the asbestos removed starting May 1st, has received all necessary zoning approvals, and will be filing the CSM in the coming weeks.

The second amendment is summarized as follows:

1. Extends commencement of construction to May 15, 2021.
2. Extends contract submittal date to July 1, 2021
3. Extends substantial completion to May 15, 2022.
4. Allows for the commencement of asbestos abatement prior to the closing at Developers risk.
5. Extend closing date to May 15, 2021.
6. Updates assignment and contact information.

Staff recommend the Redevelopment Authority approve second amendment to the land purchase and development agreement between the RDA and Banta 1, LLC for the redevelopment of the former Banta building as presented.

**SECOND AMENDMENT TO THE LAND PURCHASE AND DEVELOPMENT AGREEMENT BY AND BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF MENASHA AND YBR PROPERTIES, LLC
DATED AS APPROVED SEPTEMBER 15, 2020 AND AMENDED FEBRUARY 5, 2021.**

This Second Amendment to the land purchase and development agreement, executed in Menasha, Wisconsin on this _____, day of March 2021, is made effective between The Redevelopment Authority of the City of Menasha and Banta 1, LLC. The Land Purchase and Development Agreement by and between the parties as approved September 15, 2020 and amended February 5, 2021 is further amended as follows:

1. Per ARTICLE II, Section 2.01.03, both parties hereby agree to extend the commencement of construction from "March 31, 2021" to "May 15, 2021"; extend the date to provide signed contracts to the RDA Executive Director from "May 31, 2021" to "July 1, 2021"; and extend the deadline of substantial completion, demonstrated by the issuance of a certificate of occupancy from "March 31, 2022" to "May 15, 2022".
2. The following Section under ARTICLE II, Section 2.01.03, is hereby added and read as follows: "Section 2.01.03.a. The Developer may perform asbestos abatement of the Property including the removal of windows prior to the closing of the property. Any work done on the property shall require proper notification to the Wisconsin Department of Natural Resources and be completed by a licensed contractor and in accordance with all applicable laws and regulations. Upon completion of the asbestos and window removal, the Property shall be secured in a weathertight fashion. Any costs assumed by the Developer shall be at the Developers own risk.
3. Per ARTICLE II, Section 2.01.04, both parties hereby agree to extend the closing date from "March 31, 2021" to May 15, 2021".
4. Per ARTICLE III, Section 3.06, The Redevelopment Authority accepts the rights, duties, and obligations of YBR Properties, LLC to be assigned to Banta 1, LLC, a Wisconsin Limited Liability Company. All references to "YBR Properties", "YBR Properties, LLC" or "YBR" shall be changed to "Banta 1, LLC" or "the Developer" respectfully.
5. Per ARTICLE III, Section 3.07, both parties hereby agree to extend the default date from "May 31, 2021" to July 31, 2021".
6. The contact information for the Developer under ARTICLE III, Section 3.09, Notices, shall be updated to Banta 1, LLC, Attn: Kip Golden, 327 Randolph Drive, Appleton, WI 54913, Email: kip@crstructures.com, Fax [blank] with a copy to: [blank].
7. All other terms and conditions set forth in the Land Purchase and Development Agreement approved September 15, 2020 and amended February 5, 2021 not in conflict with this Amendment shall remain the same.

**The Redevelopment Authority
of the City of Menasha**

Banta 1, LLC

Philip K. Vanderhyden, Jr., Chairman

Kip Golden, Member

Sam Schroeder, Executive Director