

MONROE COUNTY BOARD OF SUPERVISORS

202 SOUTH K STREET, RM 1 SPARTA, WISCONSIN 54656 PHONE 608-269-8705 FAX 608-269-8747

www.co.monroe.wi.us

NOTICE OF MEETING

COMMITTEE: FINANCE MEETING

TIME: 9:00 a.m.
PLACE: Justice Center

Monroe County Board Assembly Room

South Side/Oak Street Entrance

112 South Court St./1st Floor Rm 1200

Sparta, WI 54656

DATE: Wednesday, December 20, 2023

SUBJECT MATTER TO BE CONSIDERED

- 1. Call to Order/Roll Call
- Next Month's Meeting Date/Time
- 3. Minutes Approval of November 15, 2023 and November 29, 2023
- 4. Public Comment
- 5. Request for Credit Card Approval(s) Discussion/Action
 - a. Sheriff(2)
- 6. Notice of Budgetary Adjustment(s) Discussion/Action
 - a. History Room
 - b. Rolling Hills
 - c. Maintenance
 - d. Human Services
 - e. County Clerk
 - f. Finance
- 7. Fiscal Note Approval on Resolution(s) Discussion/Action
 - a. Resolution Authorizing the Purchase of Real Estate
 - b. Resolution Authorizing Increase in Marriage License Fee
- 8. Treasurer
 - a. Monthly Treasurer's Report
 - b. Treasurer Department Monthly Report Review
 - c. Treasurer Fee Restructure
- 9. Finance
 - a. Monthly Financial Report
 - b. Finance Department Monthly Report Review
- 10. Monthly Approvals Discussion/Action
 - a. Notice of Donations/User Fees Received Budget Adjustment
 - b. County Disbursement Journal Approval
 - c. County Board Monthly Per Diem and Voucher Approval
- 11. Fiscal Note Review Discussion Only

FINANCE MEETING December 20, 2023 Agenda

- 12. Next Month's Agenda Items
- 13. Adjournment

<u>Cedric Schnitzler, Committee Chair</u> Date notices mailed: December 13, 2023 Finance Committee November 15, 2023

Present: Wallace Habhegger, James Kuhn, David Pierce, Toni Wissestad

Absent: Cedric Schnitzler

Others: Tina Osterberg, Diane Erickson, Mindy Hemmersbach, David Heser, Jeff Spencer, Tiffany Giesler,

Tracy Thorsen, Chad Ziegler

The meeting was called to order at the Monroe County Board Assembly Room at 9:00 a.m. by Chair Cedric Schnitzler.

Next Meeting Date – Wednesday, December 20, 2023 in the Monroe County Assembly Room at 9:00

 a.m.

- Minutes Approval Motion by James Kuhn second by Toni Wissestad to approve the October 6, 10, 18, 23, 24 and 31 minutes. Carried 4-0.
- Public Comment No individuals spoke to the Finance Committee.
- Credit Card Approval
 - a. Human Services Motion by David Pierce second by James Kuhn to approve credit cards. Tracy Thorsen, Human Services Director explained Behavioral Health Social Worker card in the amount of \$1,000.00 and increase in two CCS/CLTS Dual Enrollment Social Workers to the amount of \$5,000.00 each. Discussion. Carried 4-0.
 - Treasurer Motion by Toni Wissestad second by David Pierce to approve credit card.
 Credit card switch for the Treasurer from the Finance Department in the amount of \$2,500.00.
 Carried 4-0.

Budget Adjustments:

- a. Health Department Motion by David Pierce second by James Kuhn to approve budget adjustment. Tiffany Giesler, Health Director explained the 2023 adjustment in the amount of \$21,775.00 for Department of Health Services funding. Discussion. Carried 4-0.
- Solid Waste Motion by Toni Wissestad second by David Heser to approve budget adjustment. David Heser, Solid Waste Director explained the 2023 adjustment in the amount of \$4,588.50 for filtration system. Discussion. Carried 4-0.
 Solid Waste Motion by David Pierce second by Toni Wissestad to approve budget adjustment. David Heser, Solid Waste Director explained the 2024 adjustment in the amount of \$2,000.00 for yearly filtration system maintenance. Discussion. Carried 4-0.

Line Item Transfers:

- a. Treasurer Motion by Toni Wissestad second by James Kuhn to approve line item transfer. Mindy Hemmersbach, Treasurer explained the 2024 line item transfer in the amount of \$507.00 for salaries. Discussion. Carried 4-0.
- b. Finance Motion by David Pierce second by James Kuhn to approve line item transfer. Tina Osterberg, County Administrator explained the 2023 line item transfer in the amount of \$700.00 for signature change on county bank checks. Discussion. Carried 4-0.

Fiscal Note Approval on Resolution –

- a. Resolution Amending Monroe County Ordinance, Chapter 23, Parks & Recreation, Article II Outdoor Recreation, Sec. 23-22 Camping Regulations Motion by David Pierce second by Toni Wissestad to approve fiscal note. Chad Ziegler, Forest & Parks Administrator explained reservations will be taken online, therefore revenue may increase. Discussion. Carried 4-0.
- b. Resolution Authorizing Monroe County Emergency Management to Enter into Agreement with Wisconsin Emergency Management for the Purposes of Obtaining Funds for the State-Local Building Resilient Infrastructure and Communities (BRIC) Grant to Make Updates to the Monroe County Multi-Hazards Mitigation Plan Motion by Toni Wissestad second by James Kuhn to approve fiscal note. Jeff Spencer, Captain explained that upon grant completion, revenue and expenses will require budget adjustments. Discussion. Carried 4-0.

Treasurer –

- a. Mindy Hemmersbach, Treasurer provided the Monthly Treasurers Report.
- b. Treasurer Department Monthly Report Review
- c. Treasurer Updates
- d. Growing Stars Revolving Loan Fund Payoff Mindy explained that Growing Stars contacted her regarding payoff of the Revolving Loan. Growing Stars was contacted back but they did not reply back. The committee recommends that Growing Stars attend a Finance meeting.

Finance

- a Diane Erickson provided the monthly Financial Report.
- b. Finance Department Monthly Report.

Monthly Approvals –

- a. Monthly Notice of Donations/User Fees Received Budget Adjustment Motion by Toni Wissestad second by James Kuhn to approve notice of donations/user fees received budget adjustments. Carried 4-0.
- b. Monthly Disbursement Journal Motion by David Pierce second by Toni Wissestad to approve disbursement journal. Carried 4-0.
- Monthly Per Diems and Vouchers Motion by James Kuhn second by David Pierce to approve Monthly County Per Diems and Vouchers. Carried 4-0.
- Items for next month's agenda Treasurer Fee Restructure.
- Motion by David Pierce second by Toni Wissestad to adjourn meeting at 10:16 a.m. Carried 4-0.

Shelley Bohl, County Clerk Recorder

Finance Committee November 29, 2023

Present: Cedric Schnitzler, Wallace Habhegger, James Kuhn, David Pierce

Absent: Toni Wissestad

Others: Tina Osterberg, Derek Pierce, Adrian Lockington, Wes Revels, Rick Folkedahl

The meeting was called to order at the Monroe County Board Assembly Room at 5:30 p.m. by Chair Cedric Schnitzler.

- Maintenance Budget Adjustment. Motion by David Pierce second by Wallace Habhegger to approve the budget adjustment. Derek Pierce, Facilities & Property Director explained the 2023 budget adjustment in the amount of \$15,200.00 for facilities condition assessment. Discussion. Carried 4-0.
- Motion by James Kuhn second by David Pierce to adjourn meeting at 5:35 p.m. Carried 4-0.

Shelley Bohl, County Clerk Recorder

Request for Credit Card Approval

| Department: Monroe County Sheri | iff's Office | |
|--------------------------------------|--|--------------------|
| Committee: Public Safety | | |
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| Name of Card Holder | Title of Postion | Credit Card Limit |
| Alexandra Audetat | Office Manager - Sheriff | \$2,500 |
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| Localitic ation for Condit Cond(s). | | |
| Justification for Credit Card(s): | office costs, requesting increase in credit limit to | cover these items. |
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| Department Head Approval: | | } |
| Date Approved by Committee of | Jurisdiction: | |
| • • • • | se forward to the County Clerk's Office. | — » |
| . ccgc docopiaco piode | , | |
| Date Approved By Finance Comm | nittee: | |

Request for Credit Card Approval

| Department: Sheriff | | |
|---|--|-------------------|
| Committee: Public Safety | | |
| <u>*</u> | | |
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| | | |
| Name of Card Holder | Title of Postion | Credit Card Limit |
| Aaron Yang #27 | Patrol Deputy | \$1,000 |
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| Justification for Credit Card(Office Supplies / Training and | | |
| Office Supplies / Hairling and I | Lucation | |
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| Department Head Approval: | New Market | |
| Date Approved by Committe | e of Jurisdiction: | |
| | please forward to the County Clerk's Office. | |
| Date Approved By Finance C | Committee: | |

MONROE COUNTY

Notice of Budgetary Adjustment Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

| Date: | - | Dec | ember 13 | , 2023 | | | | | | |
|---------------------------|-------------------|---------------|-------------|---|----------|-------------------|---------|------------------|----|------------------------|
| Departme | nt: | Loc | al History | Room | | | | | | |
| Amount: | \$6,000.00 | | | | | | | | | |
| Budget Yo | | | | | | | | | | |
| Does this B Yes or No? | udget Adjus No | | | ure fund balance available are from History Room Money M | | | | | | |
| | | Se | | f Increase / Decrease and eded attached separate br | | | | | | |
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| | | | | st of this ScanPro microfilm rea ket I Account, which are non-le | | | , a \$1 | , r 19 alscount. | | |
| 1 dildo Will O | | ory recommen | orio, iviai | TOTAL PROCESSING WHICH GIVE HOTELD | TIOU (| | | | | |
| | | | | | | | | | | |
| Revenue Bu | | Amended: | T | | | | | | | |
| | Org | Object | Project | | _ | rrent Budget | | et Adjustment | | inal Budget |
| | 15120000 | 492800 | 9 | History Room Transfer In | \$ | 34,970.00 | \$ | 6,000.00 | \$ | 40,970.00 |
| | 85120000 | 485000 | LHR10 | History Room Trust | \$ | 34,970.00 | \$ | 6,000.00 | \$ | 40,970.00 |
| | | - | | | - | | | | \$ | |
| | Total Adjust | mont | l | | <u> </u> | | \$ | 12,000.00 | Ψ | |
| | Total Aujusti | пещ | | | | | Ψ | 12,000.00 | į. | |
| Expenditure | | | | | , | | | | | |
| | Org | | Project | Account Name | 100 | rrent Budget | | et Adjustment | | inal Budget |
| | 15120000 | 534005 | | History Room Operating Exp | \$ | 30,000.00 | \$ | 6,000.00 | \$ | 36,000.00 40,970.00 |
| | 85120000 | 599999 | | Transfer Out | \$ | 34,970.00 | Ф | 6,000.00 | \$ | |
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| | Total Aujusti | | / | 1 | | 1 | Ψ | 12,000.00 | Ŀ | |
| Department | t Head Ann | aroval. | -// | and Roll | | | | | | |
| Department | i ricau App | novai. | -4 | 1000 | | | | | | |
| Date Appro | oved by Co | mmittee c | f Jurisd | liction: | | | | | | |
| Followin | g this appro | val please f | orward t | o the County Clerk's Office. | | | Da | te | | |
| Date Appro | • | | | 8 | | | | | | |
| Date Appro | ived by Coi | unty Boar | a: | | | | | | £. | |
| Per WI Stats | s 65.90(5)(a) m | ust be author | ized by a v | vote of two-thirds of the entire med | mbers | hip of the govern | ing bo | dy. | | |
| Date of nub | lication of | Clace 1 n | otice of | budget amendment: | | | | | | |
| vale of pub | neation of | C1055 1 II | once of | ouuget amenument. | 5 | | | | | Revised 06/23 |
| | | | | 4 | - E | j | | | | |

MONROE COUNTY Notice of Budgetary Adjustment

Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

| Date: | ; | | cember 5, | | | | | | |
|--|--|---|-----------------------------------|--------------------------------------|--------------------------------------|------------|------------------------------|----------------------|---------------------------------------|
| Departmen | ıt; | Н | uman Ser | | | | | | |
| Amount: | A | 1. | \$500,0 | | | | | | |
| Budget Ye | ar Amended | 1: | | 2023 | | | | | |
| | | | | Increase / Decrease an | | | | | |
| | | | | ded attached separate b | | | | | |
| CLTSW (C | Children's L | ong Term | Suppor | rt Waiver) funds receiv | ved above amour | nt that | t was budgete | ed. | Claiming |
| revenue du | e to expens | es being g | greater t | han anticipated. | | | | | |
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| Revenue Bu | dget Lines A | mended: | | | | | | | |
| | Org | Object | Project | Account Name | Current Budget | Budg | et Adjustment | <u> </u> | inal Budget |
| | 24900500 | 435603 | | STATE AID REVENUE | \$ 3,403,470.00 | \$ | 500,000.00 | \$ | 3,903,470.00 |
| | | | | | | | | \$ | ; = 3; |
| | | | | | | | | \$ | |
| | | | | | | | | \$ | |
| | Total Adjustr | nent | | | | \$ | 500,000.00 | | |
| | | | | | | | | | |
| Evponditur | o Rudget I in | oc Amond | od. | | | | | | |
| Expenditur | | | | Account Name | Current Budget | Budg | et Adjustment | E | inal Budget |
| Expenditure | e Budget Lin Org 24910510 | Object 527105 | Project HS220 | Account Name CHILDREN'S WAIVER COSTS | Current Budget \$ 500,000.00 | Budg \$ | set Adjustment 500,000.00 | \$ | inal Budget 1,000,000.00 |
| Expenditur | Org | Object | Project | | | 1 | | \$ \$ | |
| Expenditur | Org | Object | Project | | | 1 | | \$ \$ | 1,000,000.00 |
| Expenditur | Org | Object | Project | | | 1 | | \$ \$ \$ | 1,000,000.00 |
| Expenditur | Org | Object | Project | | | 1 | | \$ \$ \$ \$ | 1,000,000.00 |
| Expenditur | Org 24910510 | Object 527105 | Project | | | 1 | 500,000.00 | \$ \$ \$ | 1,000,000.00 |
| Expenditur | Org | Object 527105 | Project | CHILDREN'S WAIVER COSTS | \$ 500,000.00 | \$ | | \$ \$ \$ \$ | 1,000,000.00 |
| | Org 24910510 Total Adjustr | Object 527105 | Project | CHILDREN'S WAIVER COSTS | \$ 500,000.00 | \$ | 500,000.00 | \$ \$ \$ \$ | 1,000,000.00 |
| | Org 24910510 | Object 527105 | Project | | \$ 500,000.00 | \$ | 500,000.00 | \$ \$ \$ \$ | 1,000,000.00 - - - - - |
| Departmen | Org 24910510 Total Adjustr | Object 527105 ment | HS220 | Tracy Mora | \$ 500,000.00 | \$ | 500,000.00 | \$ \$ \$ \$ | 1,000,000.00 - - - - - |
| Department Date Appr | Org 24910510 Total Adjustr at Head Approved by Co | Object 527105 ment proval: | Project HS220 | trans lives costs translation: Caud | \$ 500,000.00 2-5-23 APace | \$ | 500,000.00 | \$ \$ \$ \$ | 1,000,000.00 - - - - - |
| Department Date Appr | Org 24910510 Total Adjustr at Head Approved by Co | Object 527105 ment proval: | Project HS220 | Tracy Mora | \$ 500,000.00 2-5-23 APace | \$ | 500,000.00 | \$ \$ \$ \$ | 1,000,000.00 - - - - - |
| Department Date Appr | Total Adjustr | oroval: mmittee oval please j | Project HS220 of Juriso | trans lives costs translation: Caud | \$ 500,000.00 12-5-23 AParce | \$ | 500,000.00 | \$ \$ \$ \$ | 1,000,000.00 - - - - - |
| Department Date Approximate Ap | Total Adjustr | oroval: ment proval: mance Cor | of Juriso forward to mmittee | to the County Clerk's Office | \$ 500,000.00 12-5-23 AParce | \$ | 500,000.00 | \$ \$ \$ \$ | 1,000,000.00 - - - - - |
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MONROE COUNTY

Notice of Budgetary Adjustment Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

| Date: | | Dece | mber 12, | 2023 | | | | | | |
|----------------------------|---------------------------|-------------------------|------------------------------|---|-----------|----------------|---------------|--------------------|--------|---------------|
| Departmen | t: | County C | lerk - Ele | ctions | | | | | | |
| Amount: | 2==== | | \$2,6 | 04.82 | | | | | | |
| Budget Yea | ar Amende | d: | | 2023 | | | | | | |
| Does this Bu Yes or No? | dget Adjust No | ment decre Explain: | ease futu | ire fund balance availabl | e for D | ebt Service | Paym | ents in futur | e year | s? |
| Abcontae D | allot Enve | | (If need | Increase / Decrease an led attached separate b ogram Funds received | rief ex | kplanation | .) | lection Con | nmiss | ion |
| | | | | ed absentee ballot env | | | | | | |
| to be used I | or the purc | mase of 10 | caesigii | ed absence bandi cnv | cropes | to chaute | comp | manice with | 110 1a | *** |
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| Revenue Bu | dget Lines A | mended: | | | | | ma | | | |
| | Org | Object | Project | | _ | ent Budget | | et Adjustment | | al Budget |
| | 11421000 | 473300 | | Election-Town,City,Village | \$ | * | \$ | 2,604.82 | \$ | 2,604.82 |
| | | | | | | | | | \$ | |
| | | | | | - | | | | \$ | 20 |
| | Total Adjustr | nont | | | | | \$ | 2,604.82 | Ψ | - |
| | l Olai Adjusti | nent | | | | | _Ψ | 2,004.02 | | |
| Expenditure | | | | 1.11 | | / D / | In. de | . f. A. J f | F:- | al Dudwat |
| | Org | Object | Project | | | ent Budget | \$ | 2,604.82 | \$ | 5,604.82 |
| | 11421000 | 531000 | | Election-Office Supplies | \$ | 3,000.00 | Þ | 2,004.02 | \$ | 3,004.02 |
| | | | | | | | | | \$ | - |
| | | | | | | | | | \$ | |
| | | | | | | | | | \$ | |
| | Total Adjustr | ment | | | Ų. | | \$ | 2,604.82 | | |
| Departmen Date Appro | oved by Co | mmittee o | | diction: Wallace to the County Clerk's Office | Q Nak. | lezz 0 | —— Dat | <i> 2- 2</i> e | 2-2 | 3 |
| Date Appro | oved by Fir oved by Co | nance Cor ounty Boar | nmittee rd: rized by a | | members | hip of the gov | erning t | oody. | | |
| | | | | | | | | | R | Revised 06/23 |

RESOLUTION NO. <u>12-23-01</u>

RESOLUTION AUTHORIZING THE PURCHASE OF REAL ESTATE

WHEREAS, the Natural Resource and Extension Committee has submitted an offer to purchase land located in the Township of Ridgeville, Monroe County, said land being contiguous to land currently owned by Monroe County and managed by the Monroe County Land Conservation Department; and

WHEREAS, the offer to purchase this land in the amount of \$140,000.00 (one hundred and forty thousand dollars) has been accepted by the owner with a closing date of December 29, 2023; and

WHEREAS, it is advantageous for Monroe County to purchase this property as it is contiguous to recreational property currently owned by Monroe County and the addition of this land would provide watershed protection above the Norwalk PL566 dam and would also provide additional recreational opportunities and public access to the already existing Monroe County property; and

WHEREAS, there are currently funds available for this purchase in the non-lapsing Land Development and Management account.

NOW, THEREFORE, BE IT RESOLVED by the Monroe County Board of Supervisors that they do hereby approve the purchase of real estate described as:

S1/2 of the SW1/4 of the NW1/4 Subject to an Easement to Monroe County Soil and Water Conservation District in 64 Misc. – 391 (see attached offer to purchase).

BE IT FURTHER RESOLVED that the Monroe County Board of Supervisors does authorize the transfer of funds from the non-lapsing Land Development and Management fund for the purchase of this land for the purchase price amount of \$140,000.00 (one hundred and forty thousand dollars) as well as an additional sum for closing costs in the estimated amount of \$325.00 (three hundred and twenty five dollars) said closing costs not to exceed \$1,000.00 (one thousand dollars) to a new account to be created entitled Land Conservation Land Purchase account (# 17700700 580100) for the appropriate accounting of this purchase of land.

Dated this 20th day of December, 2023.

Offered By The Natural Resource and Extension Committee.

Fiscal note: Funds exist in the non-lapsing Land Development and Management account (#16948000 534005) for the purchase of this land. This resolution further authorizes the Finance Department to create a Land Conservation Land Purchase account (#17700700 580100) and transfer funds from the non-lapsing account to this newly created account for the purchase amount of \$140,000.00 (one hundred forty thousand dollars) as well as an additional estimated amount for closing costs in the amount of \$325.00 (three hundred twenty-five dollars) closing cost amount not to exceed \$1,000.00 (one thousand dollars).

Statement of purpose: To authorize the purchase of land by Monroe County.

| Finance Vote (If required): Yes No Absent | Committee of Jurisdiction Forwarded on:, 20, VOTE: Yes No Absent Committee Chair: |
|--|--|
| Approved as to form: | |
| Lisa Aldinger Hamblin, Corporation Counsel | STATE OF WISCONSIN |
| □ ADOPTED □ FAILED □ AMENDED | COUNTY OF MONROE I, SHELLEY R. BOHL, Monroe County Clerk, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution # acted on by the Monroe County |
| OTHER | Board of Supervisors at the meeting held on |
| County Board Vote on:20 | SHELLEY B. BOLLL MONDOE COLINTY CLERK |
| YesNoAbsent | SHELLEY R. BOHL, MONROE COUNTY CLERK A raised seal certifies an official document. |

WB-13 VACANT LAND OFFER TO PURCHASE

| 1 L | ICENSEE DRAFTING THIS OFFER ON November 8, 2023 [DATE] IS (AGENT OF BUYER) |
|------|---|
| 2/ | AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT ALL EIGHBEE |
| 3 1 | The River Monroe CountyLand Conservation |
| 4 (| offers to purchase the Property known as O Kermit Avenue |
| 5 | the section of |
| 6 [| e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-658, or attach |
| 7 . | as an addendum per line 680) in the Town 01 Krageville |
| 8 0 | of Monroe Wisconsiii, on the following terms. |
| 9 [| PURCHASE PRICE The purchase price is One Hundred Forty Thousand Dollars (\$ 140,000.00). |
| 10 | Dollars (\$ 140,000.00). INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date |
| 11 [| stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A |
| | |
| 13 | NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included |
| | 4. In the American are not not not of the nurchase price liniess of the surchase price linies of the surchase price lines are surchase price lines by the surchase price lines are surchase price lines by the surchase price lines are surchase price lines by the surchase price lines are surchase price lines by the surchase price lines by |
| 16 | NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at |
| 10 L | lines 12-13) and the following: N/A |
| | |
| 19 | CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented |
| | |
| | The state of property which is physically attached to or so closely associated with land so do to be |
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| | |
| 24 | to the premises, items specifically adapted to the premises and items educations limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations |
| 25 | and docks/piers on permanent foundations. CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-658 or in |
| | |
| 27 | an addendum per line 680. BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer |
| | November 13, 2023 |
| 30 | Saller may keen the Property on the market and accept secondary offers after binding acceptance of this Offer. |
| | anners at the action of a middle decompositor to dolly only of the accepted Duch |
| 32 | ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical |
| | |
| 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 billioning acceptance and performance provide adequate time for both billioning acceptance and performance provide adequate time for both billioning acceptance and performance provide adequate time for both billioning acceptance and performance provide adequate time for both billioning acceptance and performance provide adequate time for both billioning acceptance and performance provide adequate time for both billioning acceptance and performance provide adequate time for both billioning acceptance and performance provide adequate time for both billioning acceptance and performance provide adequate time for both billioning acceptance and performance provide adequate time for both billioning acceptance and performance provide adequate time for both billioning acceptance and performance |
| 36 | CLOSING This transaction is to be closed on |
| 37 | at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, |
| | |
| | Sunday, or a federal or a state holiday, the closing date shall be the next Business Day. CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently |
| | |
| 41 | estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money |
| 42 | transfer instructions. |
| | EADNEST MONEY |
| | accompanies this Offer. |
| 46 | to a the a linear against of the earnest money accompanying this Offer is acknowledged. |
| 17 | = EARNEST MONEY of \$ |
| 48 | or personally delivered within N/A 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 N/A STRIKE THOSE NOT APPLICABLE |
| | - I STRIKE THOSE WAY A |
| | (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller). CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an exception of the seller. |
| 52 | CAUTION: If a Firm does not hold earnest money, an escrow agreement should be district a special attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special |
| | |
| 54 | disbursement agreement. THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing. |
| ככ | THE BALANCE OF FORGINGE FIRST IN THE PROPERTY OF THE PROPERTY |

56 ■ <u>DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM</u>: 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 ■ <u>LEGAL RIGHTS/ACTION</u>: 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:N/A

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 __, which was received by Buyer prior to Buyer August 17, 2023 96 Seller's Vacant Land Disclosure Report dated _ 97 signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE 98 and N/A

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

100 101 "Conditions Affecting the Property or Transaction" are defined to include:

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- 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

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other 117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission 118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic 120 substances on neighboring properties.

- 121 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 122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or 123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but 124 that are not closed or abandoned according to applicable regulations.
- 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.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or 128 combustible liquids including, but not limited to gasoline or heating oil; or Defects in the underground or aboveground fuel 129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may 130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; 131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department 132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use 133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; 136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special 137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special 139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division 140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit 142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, 144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan 145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that 146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the 147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning 149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation 150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated 151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization 152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or 153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements 155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment 157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop 159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will 161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or 162 similar group of which the Property owner is a member.
- No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint 164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but 165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, 166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of 167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an 169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting 171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or 175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other 177 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.

_ days ("15" if left blank) after acceptance 182 N/A GOVERNMENT PROGRAMS: Seller shall deliver to Buyer, within ____ 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.

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

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more 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/.

FARMLAND PRESERVATION: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service

Agency office or visit http://www.fsa.usda.gov/. 220

SHORELAND ZONING ORDINANCES: All counties must adopt uniform shoreland zoning ordinances in compliance with 221 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 222 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards 223 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that 224 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must 225 conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/. 226 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland 227 228

zoning restrictions, if any.

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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 680).

| | Property Address: O Kermit Avenue, Norwalk, WI 54648 Page 5 of 12, WB-13 |
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| 242 | Buyer should review any plans for development or use changes to determine what issues should be addressed in these |
| 244 245 246 247 248 249 | PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on lines 256-281 shall be deemed satisfied unless Buyer, within days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 256-281. |
| 251 | Proposed Use: Buyer is purchasing the Property for the purpose of: N/A |
| 252 | [insert proposed use |
| 253 | and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to |
| 255 256 | purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lotj. N/A ZONING: Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines |
| 257 258 259 | would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such |
| 260 261 262 263 264 265 266 267 | N/A PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK ALL THAT APPLY Conventional in-ground; mound; at grade; in-ground pressure distribution; holding |
| 268 269 270 271 272 273 | N/A EASEMENTS AND RESTRICTIONS: Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 251-255. N/A APPROVALS/PERMITS: Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items related to Buyer's proposed use: |
| 274 275 | N/A UTILITIES: Written verification of the location of the following utility service connections (e.g., on the Property, at |
| 276 | the let line, person the street, etc.) ICHECK AND COMPLETE AS APPLICABLED |
| 277 | |
| 278 | □ water; □ telephone; □ cable; |
| 279 | □ other |
| 280 | other ACCESS TO PROPERTY: Written verification that there is legal vehicular access to the Property from public |
| 281 | roads. |
| 282 | N/A LAND USE APPROVAL/PERMITS: This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither |
| | stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY rezoning; conditional use permit; or the Property for its proposed use described at lines 251-255. |
| 284 | variance; other for the Property for its proposed use described at lines 251-255. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within days of |
| 285 | acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void. |
| 287 | N/A MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller |
| 288 | providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by |
| 280 | a registered land surveyor, within days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) (SIRIKE ONE) |
| 290 | ("Seller's" if neither is stricken) expense. The map shall show minimum of acres, maximum of |
| 291 | ("Seller's" if neither is stricken) expense. The map shall show minimum of acres, maximum of acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the |
| 292 | Property, the location of improvements, if any, and N/A |
| 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

| 11. THE EAGAR | Page 6 of 12, WB-13 |
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| Property Address: O Kermit Avenue, Norwalk, WI 54648 303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate | this Offer if Buyer delivers a written |
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| THE PROPERTY OF THE PROPERTY O | cific contingencies are included as a |
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| 309 building materials from the Property for laboratory of other arrays of these was 310 inspectors, testers and appraisers reasonable access to the Property upon advance 311 contingencies in this Offer. Buyer or licensees or both may be present at all inspect to conduct the second of the second | |
| | |
| | |
| 313 NOTE: Any contingency authorizing testing should specify the areas of the 314 the test (e.g., to determine if environmental contamination is present), any lim | itations on Buyer's testing and any |
| | |
| # # Description of the August State of the Aug | inspections and testing are completed |
| | |
| 318 Seller, Seller acknowledges that certain inspections or tests may detect environment | lai politilon that may be required as |
| reported to the Wisconsin Department of Natural Resources, | not testing (see lines 305-319) |
| 320 N/A INSPECTION CONTINGENCY: This contingency only authorizes inspections 321 (1) This Offer is contingent upon a qualified independent inspector conducting an in | spection of the Property after the date |
| on line 1 of this Offer that discloses no Defects. | |
| on line 1 of this Offer that discloses no Detects. 323 (2) This Offer is further contingent upon a qualified independent inspector or independent | dent qualified third party performing an |
| 324 inspection of | (list any Property component(s) |
| | (list any Property component(s) |
| to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) to | from an authorized inspection, provided |
| 327 (3) Buyer may have follow-up inspections recommended in a written report resulting | performed by a qualified independent |
| | Programma de de la companya del companya del companya de la compan |
| | i ii lii aala |
| 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 a | and/or any specialized inspection(s), |
| 332 as well as any follow-up inspection(s). | " if loft blank) after accentance, delivers |
| | is Offer and a written notice listing the |
| 334 to Seller a copy of the written inspection report(s) dated after the date of line 199 | |
| 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 satisfied the structural mechanical | sfy this notice requirement. |
| 227 Fee the purposes of this continuency Jefects do not include structural, most amost | or other conditions the nature and extent |
| 338 of which Buyer had actual knowledge or written notice before signing this Offer. | :: Good adverse effect on the |
| 338 of which Buyer had actual knowledge or written notice before signing this orientation of the same and signing this orientation of the same and same and same and same and same are | future occupants of the Property; or |
| 339 NOTE: "Defect" as defined on lines 553-555 means a condition that would have also been safety of value of the Property; that would significantly impair the health or safety of | ersely affect the expected normal life |
| 341 that if not repaired, removed or replaced would significantly shorten or advi- | |
| 342 of the premises. 343 ■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is strice. | cken) have the right to cure the Defects. |
| 344 If Seller has the right to cure, Seller may satisfy this contingency by: | and All Defeate |
| 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 Delects, | |
| | days prior to closing |
| | ects and written inspection report(s) and: |
| 348 (3) delivering to Buyer a written report detailing the work done no later than the 349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defe | 5010 4114 |
| 350 (1) Seller does not have the right to cure; or | |
| (2) Seller has the right to cure but: (a) Seller delivers written notice that Seller will not cure; or | |
| the deliver the written notice of election to Cult. | |
| (b) Seller does not timely deliver the written Hotice of Sciolar to 50 N/A LINES 154 IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES | 5 4U3-414 APPLT. |
| | |
| 356 [loan type or specific ferror, it any allost | d shall be in an amount of not less than \$ |
| days after acceptance of this Offer. The financing selecter for a term of not less than years, amortized of the monthly payments of principal and interest shall not exceed \$ | over not less than years. Initial |
| 358 for a term of not less than | Buyer acknowledges that lender's |
| monthly payments of principal and interest shall not exceed \$ | ual real estate taxes, hazard insurance |
| 360 required monthly payments may also include 1/12th of the estimated field and 361 premiums, and private mortgage insurance premiums. The mortgage shall not include 1/12th of the estimated field and 361 premiums, and private mortgage insurance premiums. The mortgage shall not include 1/12th of the estimated field and 361 premiums, and private mortgage insurance premiums. | ude a prepayment premium. Buyer agrees |
| 200 to any discount points in an amount hour dexceed | of the loan. If Buyer is using multiple loan Kermit Avenue - 20 |
| Att. David Faces Michigan 48026 | WWW.ZBC.DUIX.COM |

| | Property Address: O Kermit Avenue, Norwalk, WI 54648 Page 7 of 12, WB-13 |
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| | land protect financing describe at lines 650-658 or in an addendum attached |
| 363 | sources or obtaining a construction loan or land contract financing, describe at lines 650-658 or in an addendum attached |
| 364 | per line 680. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly |
| 365 | apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow |
| 000 | Ladada annual annual annual to the Ureporty |
| 367 | ■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise |
| 368 | provided shall be adjusted to the same percentage of the purchase price as in this contingency and the management |
| 360 | shall be adjusted as necessary to maintain the term and amortization stated above. |
| 370 | CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 of 372. |
| 371 | FIXED RATE FINANCING: The annual rate of interest shall not exceed |
| 372 | A DILICTA DI E DATE CINANCING: The initial interest rate shall not exceed |
| 373 | months at which time the interest rate may be increased not more than |
| 374 | 1 A Li-17 -t the first adjustment and by not more than |
| 375 | The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus |
| | |
| 277 | - CATICEACTION OF FINANCING COMMITMENT CONTINGENCY. If BUVE qualities for the loan described in the other |
| | |
| 370 | 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. |
| 200 | (even if subject to conditions) that is: |
| | (A) isobject to conditions that is. |
| 381 | (1) signed by Buyer; or (2) accompanied by Buyer's written direction for delivery. |
| 382 | (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 |
| 385 | provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment |
| | |
| | |
| 388 | SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan sommand to Buyer prior to Seller's Actual Receipt of 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 properties of the commitment for other financing to Seller), Buyer shall |
| 391 | Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall offer (and Buyer has not already delivered an acceptable consists of lander(s)) rejection letter(s) or other evidence of |
| 392 | Offer (and Buyer has not already delivered an acceptable loan commitment is stated and acceptable loan commitment is st |
| 393 | promptly deliver written notice to Seller of Salite including option |
| 394 | unavailability. N/A SELLER FINANCING: Seller shall have 10 days after the earlier of: N/A SELLER FINANCING: Seller shall have 10 days after the earlier of: |
| | |
| 396 | (2) the Deadline for delivery of the loan commitment on line 357, |
| 397 | |
| 290 | to deliver to Buyer written notice of Seller's decision to (infull force and effect, with the time for closing extended accordingly, terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly, terms set forth in this Offer, and this Offer shall remain in provide financing shall be considered waived. Buyer agrees to |
| 400 | terms set forth in this Offer, and this Offer shall remain in full locke and effect, with the considered waived. Buyer agrees to if Seller's notice is not timely given, the option for Seller by provide financing shall be considered waived. Buyer agrees to if Seller's notice is not timely given, the option for Seller by provide financing shall be considered waived. Buyer agrees to |
| 400 | If Seller's notice is not timely given, the option for Seller to provide infamously appropriate to determine Buyer's credit cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit |
| 401 | worthiness for Seller financing. |
| 404 | worthiness for Seller financing. IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within days ("7" if left blank) after |
| 40. | . Description to College of her |
| | 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 |
| 40 | (1) reasonable written verification from a interioral institution of this personable written verification from a interioral institution of this personable written verification from a interioral institution of this personable written verification from a interioral institution of this personable written verification from a interioral institution of this personable written verification from a interioral institution of this personable written verification from a interioral institution of this personable written verification from a interioral institution of this personable written verification from a interioral institution of the personable written verification from a interioral institution of the personable written verification from a interioral institution of the personable written verification from a interioral institution of the personable written verification from a interioral institution of the personable written verification from the personable written verification from the personable written verification in the personable written verification from the personable written verification |
| 400 | (FAL) |
| 40 | Chaoify documentation Buyer agrees to deliver to Sellet I. |
| 40 | Coller has the right to terminate this Offer by delivering written |
| 40 | If such written verification or documentation is not delivered, Seller has the light to light to Ruyer may or may not obtain |
| 41 | of If such written verification or documentation is not delivered, Seller has the light to terminate the light to the light to terminate the light to the |
| 41 | notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written contingency. Seller agrees to allow Buyer's mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraisal access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject appraisal contingency, nor does the right of |
| 41 | appraiser access to the Property for purposes of an appraisal. Buyer understands and spread growth property for purposes of an appraisal. Buyer understands and spread growth property for purposes of an appraisal. Buyer understands and spread growth property for purposes of an appraisal. Buyer understands and spread growth property for purposes of an appraisal. Buyer understands and spread growth property for purposes of an appraisal. Buyer understands and spread growth property for purposes of an appraisal. Buyer understands and spread growth property for purposes of an appraisal. Buyer understands and spread growth property for purposes of an appraisal. Buyer understands and spread growth property for purposes of an appraisal. Buyer understand growth property for purposes of an appraisal. Buyer understand growth property for purposes of an appraisal growth property for purposes of a purpose growth property for |
| 4.4 | to the appraisal meeting any particular value, unless this Otier is subject to an appraisal |
| 41 | access for an appraisal constitute a financing commitment contingency. |
| 41 | a access for an appraisal constitute a financing commitment continuency. A permitting the Property appraisact in Appraisal Continuency: N/A APPRAISAL CONTINGENCY: This Offer is continuency appraisal report dated in the property appraisal report dated |
| 41 | This Offer's contingent upon buyer of buyer's contingent upon buyer of buyer's report appraisal report dated at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated at subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than |
| 41 | 7 subsequent to the date stated on line 1 of this Offer, indicating an appraised value to |
| | |
| | |
| 42 | of the appraisal report indicating an appraised value less than the agreed upon parameter parameters. |
| | to the generalized value |
| | A LOTOUVE ONE L'aboll it noither is strickent nave the fluit to suit. |
| | 2 RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE) (shall in heliter is strikely written notice to Buyer adjusting the purchas if Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase is seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase is seller to cure. |
| 4.7 | 3 If Seller has the hight to core, delici may satisfy the series |
| 42 | If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Say a special satisfy the appraisa price to the value shown on the appraisal report within days ("5" if left blank) after Buyer's delivery of the appraisa |

Page 7 of 12, WB-13

| , | Departs Address: O. W | Page 8 of 12, WB-13 |
|-------|--|--|
| , | Property Address: O Kermit Avenue, Norwalk, WI 54648 | an amendment initiated |
| 425 1 | report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute a | an amendment miletou |
| 426 | by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price. | d value and the written |
| 427 | This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraise | Value and the William |
| | 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 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value | shown on the appraisal |
| 432 | | of the state of th |
| 433 | report. NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency. | |
| 434 | NOTE: All executed PHA, VA of OSDA Amendatory classes may separate contingent upon the | closing of the sale of |
| 435 | N/A CLOSING OF BUTER'S PROPERTY CONTINGENCY. This offer is contained in | |
| | Buyer's property located at (the Deadline). If closing does not occur by the D | eadline, this Offer shall |
| 420 | became pull and void unless Buyer delivers to Seller, on or before the Deadline, reasonable wri | tten verification from a |
| 420 | Engaging institution or third party in control of Ruyer's funds that Buyer has, at the time of verification, | Summer in india to close |
| 440 | or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of | verification or proof of |
| 4 4 4 | Lide-less shall not extend the elected date for this ()ITEF | |
| 442 | N/A RIMP CLAUSE: If Seller accepts a bona fide secondary offer, Seller may give written notice | e to Buyer that another |
| 442 | offer has been accepted if Ruyer does not deliver to Seller the adcumentation listed below within | 110010 (12 |
| 444 | left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void, buyer must be | eliver the following: |
| 445 | (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked; | |
| 446 | (2) Written waiver of | atinganoing if any); and |
| 447 | | ntingencies, if any); and |
| 448 | (3) Any of the following checked below: | |
| 449 | Proof of bridge loan financing. | ands which shall provide |
| 450 | Proof of ability to close from a financial institution or third party in control of Buyer's fu | funds to close. |
| 451 | Seller with reasonable written verification that Buyer has, at the time of verification, sufficient | |
| | Other: | |
| 453 | [insert other requirements, if any (e.g., payment of additional earnest money, etc.)] | |
| ACE | SECONDARY OFFER. This Offer is secondary to a prior accepted offer. This Offer shall | l become primary upon |
| 456 | delivery of written notice to Ruyer that this Offer is primary. Unless otherwise provided, Seller is not | Conigated to give buyer |
| 457 | notice prior to any Deadline, nor is any narticular secondary buyer given the right to be made | primary aricad or other |
| 450 | accordant buyers. Purer may declare this Offer null and yold by delivering written notice of with | diawai to sellei biloi to |
| 450 | dalisant of College potice that this Offer is primary Buyer may not deliver notice of Williams and | citian juaya (i |
| 460 | if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance sha | all 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 |
| | the state of the appropriation force offer electing and one time feet resulting from transfer of the | Property. Any one-unite |
| 464 | fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE OF | NE ("Buyer" if neither is |
| 465 | stricken). | |
| 466 | CLOSING PROPATIONS) The following items if applicable, shall be prorated at closing, based up | on date of closing values: |
| 467 | real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property | owners or homeowners |
| 468 | accoriation accessments, fuel and | |
| 460 | CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value \ | will not be used. |
| | A I seems toward or expenses chall accorde to Soller, and he hindsign at Clusing, thirduin the year | of to old strig. |
| 471 | Pool estate taxes shall be prorated at closing based on ICHECK BUX FOR APPLICABLE FROM | TICIA LOLAMORA |
| 472 | The not goperal real estate taxes for the preceding year or the current year il available | (Met delietat Leat estate |
| 473 | | d.) 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). | the entering the prior |
| 476 | Sale price, multiplied by the municipality area-wide percent of fair market value used by | the assessor in the prior |
| 477 | | sing). |
| 470 | | |
| | CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and su | bsequent years may be |
| | | VIII III III CONSTITUTION, |
| 481 | extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged | 1 to contact the local |
| 482 | Paragraphy agenting pecciple tay changes | |
| 483 | the state of the second section with Dunce and Soller each owing his or ner pro-raid Si | are. Buyer shall, within 5 |
| 484 | the actual tax bill for the year of closing, with buyer and Seliet each owing his of her profeta an | |

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

488 TITLE EVIDENCE

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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 (insert other allowable exceptions from title, if 496 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 days after acceptance ("15" if left blank), showing title to the Property as of a date no more 513 or Buyer not more than 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 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In 517 objections to title within days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to 518 such event. Seller shall have 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 N/A

537 Insert additional terms, if any, at lines 650-658 or attach as an addendum per line 680. 538

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 <u>DEADLINES</u>: "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 (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 650-658 or in an addendum attached per line 680, or lines 534-538 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.

If Buyer defaults, Seller may:

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- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 598 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual 599 damages. 600 601

If Seller defaults, Buyer may:

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

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

| 649 | FIRPIA. |
|-----|---|
| 650 | ADDITIONAL PROVISIONS/CONTINGENCIES This offer is contingent on the written approval of |
| | Manage County Board Wisconsin The meeting for this approval is scheduled in Desard |
| 051 | of 2023. The parcel number is: 034-00323-0000, consisting of 20 acres. |
| 652 | of 2025. The parcer number 20. |
| 653 | |
| 654 | |
| 655 | |
| 656 | |
| 657 | |

659 DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and 660 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 661 662-677.

662 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 663 line 664 or 665.

| Property | Address: O Kermit Avenue, Norwalk, WI 54648 | Page 12 of 12, WB-13 |
|-------------------|--|-----------------------|
| 664 Name | of Seller's recipient for delivery, if any: | |
| 665 Name | of Buyer's recipient for delivery, if any: | |
| 666 | (2) Fax: fax transmission of the document or written notice to the following number: | |
| 667 Seller: | () Buyer: () | vith a commercial |
| 568 deliver | y service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the P | 'arty's address at |
| 670 line 67 | 3 or 674 | |
| 671 | (4) <u>U.S. Mail</u> : depositing the document or written notice, postage prepaid, in the U.S. Mail, address | ssed either to the |
| 672 Party. | or to the Party's recipient for delivery, for delivery to the Party's address. | |
| | ss for Seller: | |
| 674 Addrag | se for Ruyer | |
| 675 X | (5) Email: electronically transmitting the document or written notice to the email address. | |
| 676 Email | Address for Seller coltynb@uchuntingproperties.com | |
| 677 Email | Address for Buyer: JamesLanier2020@gmail.com | Buyer or Seller |
| 679 constit | ONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named utes personal delivery to, or Actual Receipt by, all Buyers or Sellers. | |
| 680 X | ADDENDA: The attached Addendum A To The Offer to Purchase is/are made | e part of this Offer. |
| 681 This C | offer was drafted by [Licensee and Firm] | P |
| 682 | WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions | 3 |
| 683 | sent via email. Funds wired to a fraudulent account are often impossible to recover. | |
| 684 | Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate | е |
| 685 | agent Firm lender title company attorney or other source connected to your transaction. These | e |
| 686 | communications are convincing and professional in appearance but are created to steal you | ' 1 |
| 687 | money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate | 3 |
| 688 | source. | |
| 689 | DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU | ا ل |
| 690 | calling a verified number of the entity involved in the transfer of funds. Never use contact | t l |
| 691 | information provided by any suspicious communication. | |
| | Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, o | or |
| 692 | verification of any wiring or money transfer instructions. | |
| 693 | vernication of any wiring of money transfer instructions. | |
| 694 (x) | the state of Garage weation | Date ▲ |
| 695 Bu | yer's Signature ▲ Print Name Here ▶ Monroe CountyLand Conservation | |
| 696 (x) <u>Bu</u> | yer's Signature ▲ Print Name Here ▶ | Date ▲ |
| 608 SFI I | ER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANT | S MADE IN THIS |
| COO OFFE | TO CLIDANCE OF ORING AND THE CONVEYANCE OF THE PROPERTY, SELLER AGREES | 10 CONTEL III |
| 700 PROP | PERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGE | S RECEIPT OF |
| | OF THIS OFFER. | |
| | | |
| 702 (x) | | Date A |
| 703 Se | eller's Signature ▲ Print Name Here ▶ | |
| 704 (x) Se | eller's Signature ▲ Print Name Here ▶ | Date 🛦 |
| | Offer was presented to Seller by [Licensee and Firm] | |
| | on at | a.m./p.n |
| | This Offer is countered [See attached counter] | |
| 708 This (709 | Offer is rejected This Offer is countered [See attached counter] Seller | Initials A Date A |

ADDENDUM A TO THE OFFER TO PURCHASE

| This Addendum is made part of the Offer to Purchase dated | November 8, 2023 |
|--|--|
| made by Monroe CountyLand Conservation | (Buyer), with respect to the Property at |
| O Kermit Avenue, Norwalk, WI 54648 | |
| The provisions of this Addendum are part of this Offer if checked or main be included. Items are not part of this Offer if marked N/A or left blank. If item this Offer conflict with the optional terms in the main body of the Offer to prevail. Buyer and Seller acknowledge that the broker and agents involved dictating how the Offer to Purchase is or must be completed. The provice convenience only. Buyer and Seller are aware this Addendum includes provided transactions. All terms herein may be modified by the parties, and additional accomplish the intent of the parties. No representation is made by broker or a terms as to the legality, appropriateness, sufficiency, or enforceability of any Seller are advised to consult legal counsel. | Purchase, the terms of this Addendum shall in preparing these addendum terms are not visions in this Addendum are preprinted for rovisions which may not be applicable in all all provisions may be added by the parties, to agents involved in preparing these addendum |
| PRE-QUALIFICATION OR PRE-APPROVAL LETTER 1. Buyer shall deliver to Seller, within days of accept the deliver to Seller, within Pre-approval Letter Pre-approval Letter | ptance of this Offer: |
| Indicating in the opinion of a lender that Buyer is eligible for financin verifications and/or conditions stated in the letter. If Buyer does not terminate this Offer by delivering a written notice of termination I delivered within three (3) days after the date the letter was due delivered before Buyer delivers the letter to Seller, otherwise this con Note: This is not a loan commitment. | Buyer, provided Seller's termination notice is and provided Seller's termination notice is |
| FINANCING CONTINGENCY SATISFACTION 2. If this Offer contains a contingency for financing, Buyer and of the loan commitment to Seller shall be satisfied, without separ loan commitment itself. | d Seller agree that the requirement for delivery rate documentation, provided Buyer signs the |
| BUYER'S BROKERAGE COMPENSATION 3. Seller agrees to pay brokerage fees in the amount of \$ at the time of closing, and agrees United Country Midwest Lifestyle beneficiary of this contract. Note: If the property is listed and subjict directs Buyer's broker to reject any offer of compensation offered instead have Seller pay Buyer's brokerage fees directly in the amount. | by the listing broker to Buyer's broker, and to |
| | the time of closing to be used by Buyer for enses, other Buyer's costs, and |
| PURCHASE BY REAL ESTATE LICENSEE 5. | psequent resale. As an incentive for Buyer to the purchase price to United Country Midwest cowledges and agrees that any compensation |

| SURVE 6. | Y MAP/CERTIFIED SURVEY/BOUNDARY CORNERS Survey Map: This Offer is contingent upon (Buyer obtaining)(Seller obtaining) [strike one] ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within days of acceptance, at (Buyer's) (Seller's) [strike one] ("Seller" if neither is stricken) expense. The map shall show minimum of acres, maximum of acres, identify the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of the improvements, if any, and: |
|--------------------|--|
| | [strike and complete as applicable). If a specific type survey is intended, such as ALTA/ACSM Land Title Survey, specify accordingly. Additional map features may be added, including but are not limited to: how current the map must be; staking of all corners of the Property; identifying dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. Additional features required: |
| | Caution: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map, when setting the deadline. This contingency shall be deemed satisfied unless Buyer, within five (5) days of Buyer's receipt of the map, delivers to Seller a copy of the map and a written notice which identifies: 1) the significant encroachment; 2) information materially inconsistent with prior representations; or 3) failure to meet requirements stated within this contingency. |
| | Certified Survey: (Buyer shall obtain) (Seller shall provide) [strike one] ("Seller shall provide" if neither is stricken) a Certified Survey of the Property, approved by all applicable governmental authorities, in recordable form acceptable to the applicable County Register of Deeds, no later than days after acceptance. Cost of survey shall be pay by (Buyer) (Seller) [strike one]. ("Seller" if neither is stricken). This contingency shall be satisfied unless Buyer delivers a copy of the survey and a written notice to Seller, within five (5) days of the earlier of: 1) Buyer's receipt of the survey; 2) the deadline for delivery of said survey. The notice shall identify material items inconsistent with previous representations, or material encroachments or boundary line disputes, in which case this Offer shall be null and void. |
| | Boundary Corners: (Buyer shall provide) (Seller shall provide) [strike one] ("Seller" if neither is stricken) at (Buyer's) (Seller's) [strike one] expense ("Seller" if neither is stricken), a Wisconsin licensed surveyor to flag all exterior corners of Property prior to closing. |
| ZONIN 7. | G AND LAND REGULATIONS This Offer is contingent upon the Buyer having the opportunity to research and review all relevant laws, regulations, ordinances and other governmental land use restrictions affecting the Property, including zoning regulations and building codes, and Buyer's determination that none of the above significantly increases Buyer's construction, maintenance, or landscaping costs, imposes costly or burdensome duties or obligations on Buyer, or would prohibit or substantially restrict legal uses of the Property intended by Buyer. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of acceptance, a notice terminating this Offer, stating specifically which laws, regulations or ordinances negatively affect Buyer's intended use of the Property, according to the criteria stated herein. For purposes of this contingency, Buyer's right of termination shall be limited to those restrictions of which Buyer did not have actual notice, or written notice, at the time of submitting the Offer. |
| WETL . 8. | AND RESERVE, MANAGED FOREST LAND AND OTHER GOVERNMENT PROGRAMS Seller shall disclose to Buyer, within five (5) days of acceptance, whether the land being sold or any portion thereof, is subject to a conservation easement or is enrolled in any government or other Program including, without limitation, Wetlands Reserve, GRP, Managed Forest Law, CREP, CRP, or any other Program which in any limits or restricts in any way the use of any portion of the property. Within five (5) days of disclosure, Seller shall provide to Buyer all documents and written information in Seller's possession which identify and describe the terms of any such Program(s). Seller does hereby authorize the release of information directly to Buyer or Buyer's authorized agent from the entity administering any such Program so that Buyer may ascertain its terms. Buyer shall have twenty (20) days from acceptance to determine whether the Program imposes costly or burdensome duties or obligations on Buyer or whether they prohibit or substantially restrict legal uses of the property intended by Buyer. This contingency shall be deemed satisfied unless Buyer delivers to Seller (within 20 days of acceptance), a notice terminating this Offer. |

| | ALUE ASSESSMENT Seller shall disclose to Buyer, within ten (10) days of acceptance, whether the land being sold or any |
|--------------------|--|
| 9. | portion thereof, is subject to a use-value assessment (under Wis. Stats. 70.32§(2r)), and whether the Seller/land is subject to a penalty under the use-value system, and whether a penalty on the Seller/land has been deferred, and identifying the amount of any penalty or deferred penalty. This contingency will be deemed satisfied unless Buyer delivers to Seller, within five (5) days of receipt of said disclosure, a notice terminating this Offer, based upon the use-restrictions imposed or the amount of penalty pending or deferred. |
| SUBDI * | Seller shall deliver to Buyer deed and subdivision restrictions and any owners' association rules and/or restrictions that have been recorded with the Register of Deeds, within days of acceptance of this Offer. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within five (5) days of receipt of said documents, a notice terminating this Offer, identifying which restrictions or rules would significantly increase Buyer's construction, maintenance, or landscaping costs, would impose costly or burdensome duties or obligations on Buyer, or would prohibit or substantially restrict legal uses of the Property intended by Buyer. For purposes of this contingency, Buyer's right of termination of the Offer shall be limited to those restrictions of which Buyer did not have actual notice, or written notice, at the time of submitting the Offer (Note: The brokers and agents involved may assist in obtaining documents called for in this contingency, but make no representation as to the completeness or applicability of said documents. Buyer and Seller are solely responsible for determining that the documents delivered in connection with this contingency are complete.) |
| HOME 11. | OWNERS ASSOCIATION DUES Seller shall, within days of acceptance of this offer, provide Buyer with the amount of any mandatory Home Owners Association fees, including any past due amounts. |
| JOINT 12. | DRIVEWAY AND/OR JOINT WELL This offer is contingent upon the Seller delivering to Buyer a copy of any applicable joint driveway agreement(s) and/or joint well agreement(s) within days of acceptance. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within five (5) days of receipt of said agreement(s), a notice terminating this Offer, identifying those terms of the agreement(s) which will significantly and adversely affect Buyer's intended use of the Property, or which are unacceptable to Buyer's lender. |
| ABAN 13. | DONED WELLS If there is an abandoned well on the Property, Seller shall, prior to the closing of this transaction, close the well and provide Buyer with documentation confirming closure in compliance with applicable codes, or provide Buyer with documentation evidencing that the well has been previously closed in compliance with the applicable codes in effect at the time of closure. |
| WELL | & WATER INSPECTION/TESTING |
| 14. | This Offer is contingent upon (Buyer obtaining) (Seller providing) [strike one] ("Seller providing" if neither is stricken) no later than days after acceptance, a current report from a state approved, or certified lab if required by law, which indicates that the well(s) are supplying water that is within the levels established by federal and/or state laws regulating public water systems for safe human consumption, relative to the following substances: bacteria (total Coliform and E.coli), nitrates, arsenic and; |
| | (If desired, insert other substances that may affect drinking water safety such as: pesticides, lead, copper, radium, radon, etc., or may affect water aesthetics, such as iron, sulfur bacteria, etc. Testing for nonpotable wells shall be for Coliform bacteria only, unless specified or required by law. All water samples for testing shall be taken by a licensed water well driller or a licensed pump installer, if required by law, or by an independent, qualified person, if permitted by law. The same party identified above shall also be responsible for obtaining/providing a current report from a licensed water well driller or a licensed pump installer or a county employee with proper delegated authority, competent to inspect well systems, which indicates the well(s) and pressure system(s) required to be inspected under applicable law, conform to the requirements applying to property transfer well inspections, including being compliant under the code in effect at the time of construction or installation, and not disapproved for current use, and which produce(s) sufficient quantity of water to adequately serve the needs of the type of property or properties served by the well(s). |

The party responsible for obtaining the report(s) shall be responsible for all costs. This contingency shall be deemed satisfied unless Buyer, within five (5) days of receipt of the last of the applicable report(s), delivers a copy of the report(s) and a notice terminating this Offer, stating why the report(s) do not satisfy the standard set forth in this contingency.

| PRIVAT | E SANITARY SYSTEM (POWTS) |
|------------------|---|
| 15. | This Offer is contingent upon (Buyer obtaining) (Seller providing) [strike one] ("Seller providing" if neither is stricken) no later than |
| PUBLIC 16 | This Offer is contingent upon Buyer researching and reviewing the water quality data available for the public/municipal water system serving the property, whether municipal, community, or non-community. If Buyer receives water quality data from the operator of the public water system serving the property (e.g. Consumer Confidence Report), or from any state or local government authority or agency, which indicates that the drinking water supplied to the premises does not meet the required federal and/or state regulations as to safety and maximum health-related levels of contaminants, Buyer may terminate this Offer by delivering a notice of termination to Seller, within days of acceptance, along with a copy of the data and/or reports relied upon by Buyer, otherwise this contingency shall be deemed satisfied. |
| UNDEF 17. | If there is an underground storage tank on the Property and if its existence is known by Seller, Seller shall, prior to closing, comply with all federal, state and local regulations regarding the tank, including state tank registration and abandoned tank closure requirements. This Offer is contingent on Seller confirming to Buyer, in writing, at least five (5) days prior to closing, that any in-use underground storage tank is registered and meets applicable current state operating standards; and that any abandoned underground storage tank was property cleaned and closed in conformance with applicable state standards and that Seller has no knowledge of any contamination detected upon closure. Seller shall give Buyer copies of any documents confirming Seller's representations regarding any tanks. It is Buyer's sole responsibility to comply with state tank registration requirements and re-register in Buyer's name any tanks remaining in use upon the Property after closing. |
| ABOVE 18. | If there is an abandoned above ground storage tank (AST) or an abandoned basement fuel tank on the Property, Seller shall, prior to closing, comply with all applicable state regulations regarding such tank(s). This Offer is contingent upon Seller confirming to Buyer, in writing, at least five (5) days prior to closing, that any abandoned AST or abandoned basement fuel tank has been emptied and cleaned in conformance with applicable state standards and that all required notices and registrations have been completed. Seller shall give Buyer copies of any documents confirming compliance with the applicable regulations. |
| LEAD 1 | BASED PAINT If applicable, an Addendum S - Lead Based Paint Disclosure and Acknowledgment shall be a part of this Offer. (Required for residential improvements constructed prior to 1978). |
| | 4 Initials Buyer Seller Kermit Avenue |

Note: If not attached, and if required by federal or state law, Seller agrees to include a completed Addendum S in the Offer. - Buyer acknowledges receipt of EPA booklet on lead hazards, or that Buyer has reviewed the EPA booklet from the EPA website http://www.epa.gov/lead/pubs/leadprot.htm.

| | This Offer is contingent upon (Buyer obtaining) (Seller providing) [strike one] ("Seller providing" if neither is stricken) a current written report, within |
|-------|---|
| VARIO | US TESTS |
| 21. | This Offer is contingent upon (Buyer obtaining) (Seller providing) [strike one] ("Seller providing" if neither is stricken) a current written report documenting the results of the following tests: within |
| | days of acceptance, at (Buyer's) (Seller's) [strike one] expense (Buyer's expense if neither is stricken). This testing contingency shall be deemed satisfied unless Buyer, within five (5) days of Buyer's receipt of the test report(s), delivers to Seller a copy of the test report(s) and a written notice identifying the defect(s) to which Buyer objects. For the purposes of this contingency, "defect" is defined as that term is defined in the base Offer to Purchase (WB State Form). Seller (shall) (shall not) [strike one] have the right to cure. (Seller shall have a right to cure if no choice is indicated). If Seller has the right to cure, the procedure for electing whether to cure and/or curing any "defect" shall be the same stated in the base Offer to Purchase. |
| INSPE | CTIONS, TESTS, APPRAISALS AND OPINIONS |
| 22. | Broker has recommended to Buyer that the Property be thoroughly inspected and tested, covering all components and conditions material to Buyer. Broker, agents or broker's Concierge service may furnish names of inspectors/testers, appraisers, or other third party professionals, but Buyer acknowledges that no representation has been made as to the competency of the inspectors/testers, appraisers, or third party professionals. The party designated as responsible for obtaining an inspection/tester, or other professional, is solely responsible for confirming adequacy of qualifications. If Buyer does not include an inspection and/or testing contingency, Buyer is considered to have waived inspection and/or testing in writing. Buyer and Seller agree the real estate brokers are not responsible for the negligent actions of inspectors, testers, or other third party professionals. |
| ATTOF | RNEY'S APPROVAL |
| 23. | This Offer is contingent upon review and approval of this Offer by Buyer's attorney within |
| | 5 Initials Buyer Seller |

If written disapproval is delivered, the parties shall have two (2) business days to negotiate an amendment modifying the contract to cure the grounds for the disapproval. If no such agreement is reached in that time, Buyer shall have two (2) days to terminate this Offer by delivery to Seller of a notice of termination. Upon timely delivery of Buyer's notice of termination, this Offer shall be deemed null and void, otherwise this contingency is satisfied and waived.

| RUYER'S RESPONSIBILITY TO | ASCERTAIN CONDITION | OF PROPERTY |
|-----------------------------|---------------------|---------------|
| BUTEK A KEAFUNAIDILII I I U | ASCENTAIN CONDITION | 01 11101 =111 |

Buyer acknowledges it is Buyer's responsibility to make certain the Property is in a condition Buyer finds acceptable, and that the Property, including any applicable regulations or restrictions, are compatible with Buyer's intended use of the Property. Buyer is advised to include all provisions and contingencies deemed necessary by Buyer for all issues Buyer considers material. While broker, agents, or broker's Concierge service may assist in arranging for performance or satisfaction of contingencies in this Offer, it is Buyer's responsibility to ensure that all necessary acts are taken to make use of each contingency selected, and to ensure that all such acts are taken within the applicable time limitation(s). Buyer acknowledges that in purchasing the Property, Buyer has relied upon Buyer's own independent inspection, analysis, and judgement, and upon the statements, disclosures and representations concerning the Property as are contained in this Offer. Buyer specifically acknowledges that Buyer is not relying upon any statements provided to Buyer or representations of Seller or any real estate agent or broker, whether in the MLS, advertisements, or otherwise, unless such statement(s) or representation(s) is(are) expressed in writing and specifically set forth in this Offer. Buyer has the responsibility to verify all material information, and Buyer acknowledges Buyer is not relying upon any real estate agent or broker to verify the accuracy of any of Seller's or third parties' statements, disclosures and/or representations.

| | Seller's or time parties statements, absolutes analytic processing |
|-----------------------|---|
| HOME ' 25. | WARRANTY This Offer includes a one year home warranty plan, through to be provided at closing for Buyer, covering repair or replacement of the working components of the home, subject to the applicable deductible and the specific terms, conditions and limitations of the plan. |
| | The plan shall be [check one] |
| NEW C 26. | ONSTRUCTION Buyer and Seller shall meet within days of acceptance of the Offer to determine specifications, landscaping, builder's warranty and allowances, and other construction terms. This contingency shall be considered waived within two (2) business days of meeting unless Buyer delivers notice of unacceptability to Seller, at which time this Offer shall be null and void and eamest money returned to Buyer. |
| LIEN V 27. | VAIVERS Seller shall disclose, no later than 3 days prior to closing, all work performed on the property within the last 6 months prior to closing. Seller warrants that all such work is paid in full and shall provide lien waivers for any contractor, subcontractor or provider of materials at closing. |
| TESTI I 28. | NG CONTINGENCY This Offer is contingent upon |
| PERS (29. | DNAL PROPERTY All personal property listed in the Offer is in working order and has no value, unless a specific value is assigned in this Offer to Purchase. |

6 Initials Buyer

Produced with zipForm® by zipLogix 18070 Filteen Mile Road, Fraser, Michigan 48025 www.zipLogix.com

Seller

Kermit Avenue -

| EMAIL DELIVERY 30. X Parties agree that electronic delivery is an | option and to execute the necessary consent and delivery forms. |
|--|---|
| property fromto Buyer in the rezoning effort. The cost of rezoning stricken). Upon the expiration of sixty-five (65) d | Seller will cooperate fully with Seller bound by (Seller) (Buyer) [strike one] ("Buyer" if not lays from acceptance of Offer, this contingency shall be deemed by to obtain the desired rezoning. If the rezoning is in progress, the appletion of rezoning for a reasonable period of time, not to exceed |
| ance company documentation or correspondence Buyer's initial year of ownership after closing shal exceed \$ after years) (th than \$) [strike and complete as appli no later than days (after acceptance) delivers to Seller written police indicating | ining, an insurance binder, certificate of insurance or other insurance showing (that Buyer's annual premium for flood insurance for I not exceed \$) (that Buyer's annual premium will not that the actuarial annual premium cost is computed to be no more icable]. This contingency shall be deemed satisfied unless Buyer, ce) (prior to closing) [strike one] ("prior to closing" if neither is not that this contingency has not been satisfied and documentation yer. If this contingency is not satisfied, Buyer may terminate this Seller. |
| | |
| Date: | Date: |
| Buyer(s): | Seller(s): |
| Signature | Signature |
| Monroe CountyLand Conservation Printed Name | Printed Name |
| Signature | Signature |
| Printed Name | Printed Name |
| | 7 Initials Buyer Seller |

WISCONSIN REALTORS® ASSOCIATION

4801 Forest Run Road Madison, Wisconsin 53704

VACANT LAND DISCLOSURE REPORT

United Country Midwest Lifestyle Page 1 of 6

DISCLAIMER

| THIS DISCLOSURE REPORT CONCERNS THE REA | AL PROPERTY LOCATED AT 0 K | |
|---|------------------------------|---|
| (CITY) (VILLAGE) (TOWN) OF | RIDGEVILLE STATE OF WISCO | NSIN. |
| THIS REPORT IS A DISCLOSURE OF THE CON 709.02 OF THE WISCONSIN STATUTES AS OF | THE OWNER OR ANY AGENTS | REPRESENTING ANY PARTY IN ARRANTIES THAT THE PARTIES |
| WAY WISH TO OBTAIN. | | to the exertence of the contra |

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

- A1. In this form, "aware" means the "owner(s)" have notice or knowledge.
- A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

- A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes." "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."
- A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.
- A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

d S Onelaskn WT 76396

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| | | | Page 2 | of 6 |
|------------|---|-----|-------------|--------|
| | B. ENVIRONMENTAL | YES | NO | N/A |
| 1. | Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property? | | 1 | \Box |
| | Are you aware of a defect caused by unsale concernations of, and on greater) or relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or | | κ τ | _ |
| 3. | in soll, or other potentially hazardous or toxic substances of the potentially hazardous or toxic. Are you aware of the manufacture of methamphetamine or other hazardous or toxic. | | A | |
| 14. | substances on the property? Are you aware of subsoil conditions that would significantly increase the cost of Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, adverse soil conditions, such as low load-bearing capacity, earth or soil problems? | | 4 | |
| D.C. | settling, upheavals, or slides; excessive rocks or rock to measure conditions relating | | 对 | |
| B5, B6. | to, or the storage of hazardous or toxic substances on riginations and that may be subject. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum contaminated soils on the property (NGCEA). | | Ø | |
| | Resources (DNR) remedial or cleanup program, or other similar program? | | | |
| B7. E | Explanation of "yes" responses | | | |
| | | | | |
| _ | | | | |
| | C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS | YES | NO NO | N/A |
| C1. | Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasofine or heating oil? (If "yes," the owner, by law, may wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or | | 7 | |
| C2. | removal of unused tanks.) Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage previously located on the property? | | ė\$) | |
| | applicable local, state, and federal law, leaking, containing, or issue, or | | [2] | |
| C3. | standards. Are you aware of defects in a well on the property or 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 s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable | | | |
| C4. | regulations? | | 1 | 8 8 |
| C5. C6. | Are you aware of a defect relating to a joint well serving this property. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | | X |] [|
| C7 | Explanation of "yes" responses | | | |
| - | | | | |
| _ | | | | |
| | | | | |

| | | | Page | 3 of 6 | |
|----------|--|--------|---------------|-------------|---------------|
| | D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC. | YES | ЙÖ | N/A | |
| | there was received notice of a property tax increase, other than normal annual increases, | | \$ | | |
| | or are you aware of a pending property tax reassessment. | \Box | X | | |
| D2. | Are you aware of pending special assessments? Are you aware of pending special assessments? | | X | | |
| D3. | Are you aware of pending special assessments? Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property | | • | | |
| | drainage district, that has the authority to impose district. | | X | П | |
| D4 | located within the district? Are you aware of any land division involving the property for which required state or local | | Ι ΔΙ | | |
| D4. | permits were not obtained? | | \square | | |
| D5. | | | 34 | - | |
| | increase development costs or reduce the development costs or | | 10 7 1 | \Box | |
| | with knowledge of the nature and scope of the condition of declaration of declaration of declaration of declaration of declaration of public improvements or public Are you aware of proposed, planned, or commenced public improvements or public Are you aware of proposed, planned, or commenced public improvements or public Are you aware of proposed, planned, or commenced public improvements or public | | X | | |
| D6. | The section of the section of the section in | | | | |
| | meterially affect the property or the present use of the property | | | | 2 |
| D7. E | explanation of "yes" responses | | | | - |
| | | | | 700 | =1) |
| - | | | | | - |
| - | | | | | |
| | E. LAND USE | YES | NO | N/A | |
| | Are you aware of the property being part of or subject to any subdivision homeowners' | | Z | <u> </u> | J |
| E1. | associations, or other homeowners' associations? | | \mathbf{X} | |] |
| E2. | If the property is not a condominium unit, are you aware of comment | | • | | 7 |
| | with the property that are co-owned with others? With the property that are co-owned with others? Are you aware of the property or any portion of the property being located in a floodplain. Are you aware of the property or any portion of the property being located in a floodplain. | | X | | _ |
| E3. | | | (X) | Γ | 1 |
| E4. | A YOU DIVINE OF STY ZONING CODE VIDIALUTIS WILL TOOK | | X | | 1 |
| E5. | Are you aware of nonconforming uses of the property and that existed lawfully before | | | | |
| | Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the | | | | |
| | LI LI LI LA LA CONTRACT OFFICIAL CONTRACTOR | | X | F | 7 |
| EG | Are you aware of conservation easements on the property? Are you aware of conservation easements on the property owner conveys some | | M -1 | _ | _ |
| E6. | Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some A conservation easement is a legal agreement in which a property to an easement holder such | | | | |
| | of the rights associated with ownership of the rights as the | | | | |
| | as a governmental unit or a qualified nonprofit organization to proceed the description or of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or of fish, wildlife, or plants or a similar ecosystem. | | | | |
| | of fish, wildlife, or plants or a similar ecosystem, property? | | IZ |] [| 7 |
| E7. | education, or for similar purposes. Are you aware of restrictive covenants or deed restrictions on the property? Are you aware of restrictive covenants or deed restrictions on the property? | H | Z X | | |
| E8. | Are you aware of restrictive covenants or deed restrictions on the property. Are you aware of nonowners having rights to use part of Other than public rights of ways, are you aware of nonowners having rights to use part of Other than public rights of ways, are you aware rights of way and easements other than | | 7 | | |
| _ | the property, including, but not limited to, private lights | | . IA | ٦ . | $\overline{}$ |
| -n- | recorded utility easements? Are you aware of any private road agreements or shared driveway agreements relating to | Ш | X | ħ. | <u></u> ; |
| EBa | the property? | | D | ₹ . | |
| E9. | the property? Are you aware of the property being subject to a mitigation plan required under | | | • | |
| _ | administrative rules of the wisconsin behavior the property to establish or | | | | |
| | shoreland zoning ordinances, which obligates the owner of the which is enforceable by maintain certain measures related to shoreland conditions and which is enforceable by | | | | |
| | the country? | | | | |
| E10 | the county? The use value assessment system values agricultural land based on the income that the use value assessment system values agricultural use rather than its fair market value. | | | | |
| | O. The use value assessment system values agricultural use rather than its fair market value, would be generated from its rental for agricultural use rather than its fair market value. | | | | |
| | When a person converts agricultural land to a little a conversion charge, For more | | | | |
| | commercial development), that person may owe a conversion or (608) information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) | | | | |
| | 266-2486. | Г | ן ן | X) | |
| | a. Are you aware of all or part of the property aware of the | L- | | ` | _ |
| | land under Wis. Stat. s. 70.32 (2r) (use value assessment beginning been assessed a use-value assessment | i [|] . | X | |
| | | | | 127- | JEGER |
| | conversion charge relating to this property? (**Onversion Charge relating to this property) (**Onversion Charge relatin | | | K Kℓ | KIEK |
| | Litherana marray | | | | |

| | | YES | Page NO | 4 of 6 N/A |
|-------------|--|-----|----------|---------------|
| | t sequeraion charge | | X | |
| | c. Are you aware of the payment of a use value assessment conversion charge | | ` | |
| -44 | having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) Is all or part of the property subject to or in violation of a farmland preservation | | K | |
| | 10 | | | |
| | | | | |
| | agreement can trigger payment of a conversion tee equal to 3 times the state of | | | |
| | value" of the land. Visit | _ | | |
| | | | X | لـا |
| | | П | X | |
| E13. | | | K | |
| | Are you aware of a dam that is totally of partially will be transferred with the ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake property because it is owned collectively by members of a homeowners' association, lake | | | |
| | property because it is owned collectively by members of a minute of Natural district, or similar group? (If "yes," contact the visconsin Department of Natural | | | |
| | | | (X) | |
| E14. | Are you aware of boundary or lot line disputes, enclosed ments, or ordered | لسا | 44 | |
| | | | | |
| | (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 partially located on or overlapping on land belonging to another; such as, without partially located on or overlapping on land belonging to another; such as, without partially located on or overlapping on land belonging to another; such as, without partially located on or overlapping on land belonging to another; such as, without partially located on or overlapping on land belonging to another; such as, without partially located on or overlapping on land belonging to another; such as, without partially located on or overlapping on land belonging to another; such as, without partially located on or overlapping on land belonging to another; such as, without partially located on or overlapping on land belonging to another; such as, without partially located on or overlapping on land belonging to another; such as, without partially located on or overlapping on land belonging to another; such as, without partially located on or overlapping on land belonging to another; and landscaping to another another landscaping to another lands | | | |
| | | | | |
| | | | | |
| | property or to the use of the property such as a joint diveway, liets, and lies | | K | |
| E15. | Are you aware there is not legal access to the property that is not in compliance with state or Are you aware of a pier attached to the property that is not in compliance with state or | | X | |
| E16. | | | 12 | \Box |
| E17. | | H | | \vdash |
| E18. | Are you aware that the property abuts the bed of a navigable waterway | ш | 24 | |
| | a hydroelectric operator? Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable under Wis. Stat. s. 30.132 (1) (b), may | | | |
| | | | | |
| | be required to ask the permission of the hydroelectric operator to place a state of | | - | |
| 5 40 | bed of the waterway. | | X | |
| E19. | and potential disturbance of burial sites, some | | | |
| | | | X | |
| Ę20. | Are you aware of archeological artifacts, mineral rights, orchards, or shading | _ | , , | |
| E04 | on the property? Are you aware of existing or abandoned manure storage facilities located on the | | X | |
| E21. | | | X | |
| E22. | Are you aware that all or part of the property is entitled in the manager | | | |
| | program? The managed forest land program is a landowner incentive program that encourages The managed forest land program is a landowner incentive program that encourages | | | |
| | The managed forest land program is a landowner find the landowner from the payment sustainable forestry on private woodlands by exempting the landowner from the payment sustainable forestry on private woodlands by exempting the landowner from the payment and | | | |
| | of property taxes in exchange for the payment of a lower acting lands as managed | | | |
| | compliance with certain conservation practices. Orders designating the forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the | | | |
| | forest lands remain in effect for 25 or 50 years. When owner must sign and file a report of the managed forest land program changes, the new owner must sign and file a report of the managed forest land program changes, the new owner must sign and file a report of the managed forest land program changes, the new owner must sign and file a report of Natural | | | |
| | change of ownership on a form provide by the new owner agrees to comply with | | | |
| | Resources (DNR) and pay a fee. By filing this folia, the work of the DNR the management plan for the land and the managed forest land program rules. The DNR the management plan for the land and the managed forest land program rules. The DNR the management plan for the land and the managed forest land compliance. Changes that a | | | |
| | the management plan for the land and the management plan compliance. Changes that a Division of Forestry monitors forest management plan compliance. Changes that a Division of Forestry monitors forest management plan compliance. | | | |
| | landowner makes to property that is subject to all blue program or cause the property to be | | | |
| | land, or to its use, may jeopardize benefits trider the program of penalties. For more withdrawn from the program and may result in the assessment of penalties. For more withdrawn from the program and may result in the assessment of penalties. | | | |
| | information, call your local DNR forester or visit http://dim.wi.gov/weig-s- | | | |
| E23 | Explanation of "yes" responses | | | |
| | | - | | |
| | | | | |
| | CTV ASSESSED | | | KRUEGER |
| | Produced with zipForm® by zipLogix_18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com | | | |

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| | | | | | | |

F. ADDITIONAL INFORMATION

| | | YES | ЙÖ | NIA |
|------|--|-------------|--------------|-----------|
| | the case will walte or greater) or steel natural gas | | X | |
| F1. | Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas | | | |
| | to a minimal lines located on DUI not directly serving the Property. | | \boxtimes | |
| F1a. | Are you aware if there is internet service available to property: | | 1 | |
| | | | 区 | |
| F2. | If so, which provider? Are you aware of flooding, standing water, drainage problems, or other water problems | _ | ١ ١ | |
| | on or affecting the property? | | \boxtimes | |
| F3. | on or affecting the property? Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, | | _ | |
| | erosion, or landslide? | | \boxtimes | |
| F4. | erosion, or landslide? Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants | | | |
| | | | \mathbb{Z} | |
| F5. | | | , | |
| | THE AS AFRAS COURSE, DISPOSED OF CALLO FIEED OF SHIPPOST OF | | e-b-ss | _ |
| | disease in livestock on the property or neighboring property? | | (X) | |
| F6. | | | - | |
| | on the property or at the lot line? (If "yes," indicate where the utility is located.) | | | Щ |
| | a. Electricity | Ц | - | |
| | b. Municipal water | | _ | |
| | c. Telephone | | \vdash | \vdash |
| | b. Municipal water c. Telephone d. Cable television e. Natural gas | \vdash | \vdash | \vdash |
| | e. Natural gas | \vdash | | H |
| | 1. Municipal sewer sewerts that hind subsequent owners of the property, such as a | | X | |
| F7. | Are you aware of any agreements that that from an electric cooperative? lease agreement or an extension of credit from an electric cooperative? | F53 | | |
| | lease agreement or an extension of credit from an electric cooperative. Are you aware of any right of first refusal, recorded or not, on all or any portion of the | \boxtimes | | |
| F7a. | Are you aware of any right of lines follows, for the same and the same are same as a same are same are same as a same are s | П | V | |
| _ | property? Are you aware of other defects affecting the property? Are you aware of other defects affecting the property? | لـا | 130 | |
| F8. | Are you aware of other defects affecting the property? Other defects may include items such as animal, reptile, or insect infestation, including Other defects may include items such as animal, reptile, or insect infestation, including or other defects may include items such as animal, reptile, or insect infestation, including or other defects affecting the property? | | | |
| | Other defects may include items such as animal, repulie, or infestation impacting trees; drainage easement or grading problems; excessive sliding; or infestation impacting trees; drainage easement or grading problems; excessive sliding; or | | | |
| | any other defect or material condition. | | \boxtimes | |
| =- | | لبا | | |
| F9. | requiring repair, alteration, or correction of an existing condition? | | X | |
| EAD | requiring repair, alteration, or correction of an existing condition. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien is the owner a foreign person, as defined in 26 USC 1445 (f)? | | پدے | |
| F10. | Is the owner a foreign person, as defined in 20 person, foreign trust, or foreign estate.) individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) | | | |
| | individual, foreign corporation, foreign partnership, foreign trust, or to ognown as the Foreign Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Internal Revenue Code (26 U | | | |
| | Section 1445 of the Internal Revenue Code (26 030 1445), state a transferee (buyer) of a Investment In Real Property Tax Act or FIRPTA provides that a transferee (buyer) of a Investment In Real Property Tax Act or FIRPTA provides that a transferee (buyer) of a Investment In Real Property Tax Act or FIRPTA provides that a transferee (buyer) of a | | | |
| | Investment In Real Property Tax Act or FIRPTAI provides that a state of the transferor U.S. real property interest must be notified in writing and must withhold tax if the transferor U.S. real property interest must be notified in writing and must withhold tax if the transferor U.S. real property interest must be notified in writing and must withhold tax if the transferor | | | |
| | (coller) is a foreign person, unless all exception of the | | | |
| F11 | The owner has owned the property for | | | |
| F12 | The owner has owned the property for | | | |
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| W. | | | | |
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| | | | | 1 Afra = |
| | Way may obtain information about the sex offender registry and persons registered with | the regis | try by co | ontacting |
| | A STATE OF THE INTO THE STATE OF THE STATE O | | | |

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at http://www.doc.wi.gov or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance,

| amendment to the previously completed report | to the propert to | the hest of the owner's knowledge as of the |
|--|--|--|
| The owner certifies that the information in this | report is true and correct to | pile beat of the t |
| date on which the owner signs this report. | | D-1- 1/ 184/15 9/20-2 |
| Owner A A A A A A A A A A A A A A A A A A A | | Date 17 AUG 3023 Date 17 Hug 2023 Date |
| Owner January M. Krue | ger | Date |
| Owner | NEW DEDECK SUPPLYING | GINFORMATION |
| | | |
| that the information is true and correct to the | pest of the person's knowled | |
| report. | Items | Date |
| Person | | Date |
| Person | :17 | Date |
| Dorson | iterits | |
| _ | THE PROPERTY OF THE PROPERTY O | WENT |
| required to detect certain detects such as an | | that acquired by professional inspectors may be ing code violations, and floodplain status. |
| I acknowledge receipt of a copy of this statem | ent. | Date |
| Prospective buyer | | D . A. |
| Prospective buyer | | Date |
| | | action 709.03 of the Wisconsin Statutes. |

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

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RESOLUTION AUTHORIZING INCREASE IN MARRIAGE LICENSE FEE

WHEREAS, the Monroe County Administration and Personnel Committee did review the current marriage license fee being charged by the office of the Monroe County Clerk which is currently \$75.00 per license; and

WHEREAS, per WI State Statute 765.15 each County Board may increase the license fee of \$49.50 by any amount, which amount shall become a part of the funds of the county; and

WHEREAS, it was determined by the Monroe County Administration and Personnel Committee that it would be appropriate for an increase in the county's marriage license fee from \$75.00 to \$100.00.

NOW, THEREFORE, BE IT RESOLVED, by the Monroe County Board of Supervisors that they do hereby authorize and increase in the Monroe County marriage license fee from \$75.00 to \$100.00, effective January 1, 2024.

Dated this 20th day of December, 2023.

Offered by Administration & Personnel Committee.

Fiscal Note: Increase in revenue not budgeted in the 2024 year.

Statement of purpose: Raise marriage license fees from \$75.00 to \$100.00, effective January 1, 2024.

| Finance Vote (If required): | Committee of Jurisdiction Forwarded on: December 12 , 2023 | | | |
|--|---|--|--|--|
| YesNoAbsent | VOTE: 5 Yes 0 No 0 Absent | | | |
| | Committee Chair Mallack Hall Regge | | | |
| Approved as to form: 12/12/2023 | James Brushy Dison Hoan | | | |
| Lisa Aldinger Hamblin, Corporation Counsel | Sales Jon Wissester | | | |
| Lisa Aldriger Hamblin, Corporation Counsel | OTATE OF MICOONICIA | | | |
| □ ADOPTED □ FAILED □ AMENDED | STATE OF WISCONSIN COUNTY OF MONROE I, SHELLEY R. BOHL, Monroe County Clerk, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution # acted on by the Monroe County | | | |
| OTHER | Board of Supervisors at the meeting held on | | | |
| County Board Vote on:20 | ±10 1 | | | |
| YesNoAbsent | SHELLEY R. BOHL, MONROE COUNTY CLERK A raised seal certifies an official document. | | | |