August 24, 2015 at 1:00 P.M.
ROOM 1I DODGE COUNTY ADMINISTRATION BUILDING
JUNEAU, WI 53039

The meeting was called to order by Chairman Berres at 1:02 p.m.

Members present: Allen Behl, Jeff Berres, Rodger Mattson, and Ed Nelson.

Member absent: Dennis R. Schmidt.

Others present: Patti K. Hilker, Treasurer, John F. Corey, Corporation Counsel, Kevin and Karen Benson, Mary Kaul, Brad Van Den Bogart, Ryan Nehls, Norman Wrensch, and Eric Krueger.

A motion was made by Mattson, and seconded by Behl to approve the agenda and to allow the Chairman to go out of order as needed to efficiently conduct the meeting. Motion carried.

A motion was made by Behl, and seconded by Mattson to approve the July 13, 2015 minutes as presented. Motion carried.

A motion was made by Nelson, and seconded by Mattson to approve the July 17, 2015 minutes as presented. Motion carried.

Treasurer, Patti K. Hilker, opened the bids that were received for the 2016 In Rem Title Searches. The first bid that was opened was from Guaranty Title Services, Inc., Juneau, Wisconsin, in the amount of \$75.00 per search. The second bid that was opened was from Title Consultants Inc., Beaver Dam, Wisconsin, in the amount of \$75.00 per search. The third bid that was opened was from Laatsch Title Co., LLC, Juneau, Wisconsin in the amount of \$60.00 per search. A motion was made by Mattson, and seconded by Behl to award a contract for the 2016 In Rem Title Searches to Laatsch Title Co., LLC, Juneau, Wisconsin, in the amount of \$60.00 per search. Motion carried.

The Committee considered and discussed a parcel of real estate to which Dodge County Parcel Identification Number 241-1115-2723-008 has been assigned, located in the City of Juneau, owned by Jennifer L. Linendoll, and the case of *State of Wisconsin vs. Andy's Roofing, LLC, et. al.*, Dodge County Circuit Court Case No. 08 CX 6.

The Committee considered and discussed a parcel of real estate to which Dodge County Parcel Identification Number 006-1215-1641-025 has been assigned, located in the Town of Burnett, formerly owned by Larry DeVries, and now owned by Dodge County. A motion was made by Mattson to allow the previous owner of this parcel of real estate to pay, either in cash, or by a certified check made payable to the order of the Dodge County Treasurer, all taxes, interest, and penalties due and owing to Dodge County, pertaining to this parcel of real estate, by not later than 4:30 p.m. on December 1, 2015, and in the event that the Dodge County Treasurer physically receives from the previous owner of this parcel of real estate, by not later than 4:30 p.m., on December 1, 2015, either cash or a certified check made payable to the order of the Dodge County Treasurer, in an amount equal to all taxes, interest, and penalties owed to Dodge County, pertaining to this parcel of real estate, then, in that event, John F. Corey is hereby authorized and directed to take all actions necessary to convey this parcel of real estate to the previous owner, and, in the event that the Dodge County Treasurer does not physically receive from the previous owner of this parcel of real estate, by not later than 4:30 p.m., on December 1, 2015,

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ROOM 1I DODGE COUNTY ADMINISTRATION BUILDING
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either cash or a certified check made payable to the order of the Dodge County Treasurer, in an amount equal to all taxes, interest, and penalties owed to Dodge County, pertaining to this parcel of real estate, then, in that event, John F. Corey is hereby authorized and directed to institute and prosecute a legal proceeding for eviction and money judgment against any and all owners and occupants of this parcel of real estate. No second was made to this motion. Therefore, this motion failed. A motion was made by Behl, and seconded by Berres to allow the previous owner of this parcel of real estate to pay, either in cash, or by a certified check made payable to the order of the Dodge County Treasurer, all taxes, interest, and penalties due and owing to Dodge County, pertaining to this parcel of real estate, by not later than 4:30 p.m., on October 1, 2015, and, in the event that the Dodge County Treasurer physically receives from the previous owner of this parcel of real estate, by not later than 4:30 p.m., on October 1, 2015, either cash or a certified check made payable to the order of the Dodge County Treasurer, in an amount equal to all taxes, interest, and penalties owed to Dodge County, pertaining to this parcel of real estate, then, in that event, John F. Corey is hereby authorized and directed to take all actions necessary to convey this parcel of real estate to the previous owner, and, in the event that the Dodge County Treasurer does not physically receive from the previous owner of this parcel of real estate, by not later than 4:30 p.m., on October 1, 2015, either cash or a certified check made payable to the order of the Dodge County Treasurer, in an amount equal to all taxes, interest, and penalties owed to Dodge County, pertaining to this parcel of real estate, then, in that event, John F. Corey is hereby authorized and directed to institute and prosecute a legal proceeding for eviction and money judgment against any and all owners and occupants of this parcel of real estate. Motion carried.

The Committee considered and discussed a parcel of real estate to which Dodge County Parcel Identification Number 136-1016-0942-077 has been assigned, located in the Village of Hustisford, formerly owned by G&D Car Wash, LLC, and now owned by Dodge County. A motion was made by Berres, and seconded by Behl to reestablish an appraised value of \$10,000.00 for this parcel of real estate. Motion carried. A motion was made by Mattson, and seconded by Behl to list this parcel of real estate for sale on the Wisconsin Surplus Online Auction Website commencing as soon as practicable after August 24, 2015, and ending on September 25, 2015, at 4:00 p.m. Motion carried.

The Committee considered and discussed a parcel of real estate to which Dodge County Parcel Identification Number 206-1114-0421-010 has been assigned, located in the City of Beaver Dam, and owned by Cruz A. Torres.

Open bid or bids on unsold 2015 In Rem properties, and unsold In Rem properties from prior years, and accept, reject, or defer action on the bid or bids.

PIN 010-1315-0821-010: One closed bid was received for this parcel of real estate located in the Town of Chester.

The first bid opened was from Collin W. Dykstra in the amount of \$519.74. Enclosed with the bid is a completed bid form and a bank check in the amount of \$55.00 made payable to the Dodge County Treasurer.

A motion was made by Berres, and seconded by Behl to approve and accept the bid from Collin W. Dykstra in the amount of \$519.74. Motion carried. Mattson voted nay.

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JUNEAU, WI 53039
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PIN 024-1016-0444-030: Five closed bids were received for this parcel of real estate located in the Town of Hustisford.

The first bid opened was from Kevin and Karen Benson in the amount of \$2,000.00 Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$2,000.00 made payable to the Dodge County Treasurer.

The second bid opened was from Tom Lavelle in the amount of \$650.00. Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$65.00 made payable to the Dodge County Treasurer.

The third bid opened was from Ryan Nehls in the amount of \$645.00. Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$645.00 made payable to the Dodge County Treasurer.

The fourth bid opened was from Collin W. Dykstra in the amount of \$519.74. Enclosed with the bid is a completed bid form and a bank check in the amount of \$55.00 made payable to the Dodge County Treasurer.

The fifth bid opened was from Michael T. Braun and Karen L. Braun in the amount of \$1,101.00. Enclosed with the bid is a completed bid form and cash in the amount of \$111.00.

A motion was made by Mattson, and seconded by Nelson to approve and accept the bid from Kevin and Karen Benson in the amount of \$2,000.00. Motion carried.

PIN 206-1214-3334-007: Three closed bids were received for this parcel of real estate located in the City of Beaver Dam.

The first bid opened was from Jeffrey and Dawn Luck in the amount of \$18,001.00. Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$2,000.00 made payable to the Dodge County Treasurer.

The second bid opened was from Robert Kucharski in the amount of \$20,001.00. Enclosed with the bid is a completed bid form and cash in the amount of \$2,001.00.

The third bid opened was from Payton Ventures, LLC, in the amount of \$18,000.00. Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$1,800.00, by Kenneth E. Payton, made payable to the Dodge County Treasurer.

A motion was made by Mattson, and seconded by Behl to approve and accept the bid from Robert Kucharski in the amount of \$20,001,00. Motion carried.

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PIN 206-1214-3341-093: Eight closed bids were received for this parcel of real estate located in the City of Beaver Dam.

The first bid opened was from Gary and Sandra Tiedt in the amount of \$31,030.00. Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$3,200.00 made payable to the Dodge County Treasurer.

The second bid opened was from Brad Van Den Bogart in the amount of \$22,900.00. Enclosed with the bid is a completed bid form and cash in the amount of \$2,290.00.

The third bid opened was from Jeffrey and Dawn Luck in the amount of \$24,000.00. Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$3,000.00 made payable to the Dodge County Treasurer.

The fourth bid opened was from Joe Janz and Sharon Janz in the amount of \$25,000.00. Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$2,500.00 made payable to the Dodge County Treasurer.

The fifth bid opened was from Ryan Nehls in the amount of \$20,550.00. Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$2,055.00 made payable to the Dodge County Treasurer.

The sixth bid opened was from Melissa S. Frassetto in the amount of \$22,515.00. Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$2,252.00 made payable to the Dodge County Treasurer.

The seventh bid opened was from Robert Kucharski in the amount of \$40,001.00. Enclosed with the bid is a completed bid form and cash in the amount of \$4,001.00.

The eighth bid opened was from Payton Ventures, LLC, in the amount of \$28,000.00. Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$2,800.00, by Kenneth E. Payton, made payable to the Dodge County Treasurer.

A motion was made by Behl, and seconded by Mattson to approve and accept the bid from Robert Kucharski in the amount of \$40,001.00. Motion carried.

PIN 226-1313-2644-069: Two closed bids were received for this parcel of real estate located in the City of Fox Lake.

The first bid opened was from Melissa S. Frasseto in the amount of \$1,234.00. Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$125.00 made payable to the Dodge County Treasurer.

The second bid opened was from Norman K. Wrensch in the amount of \$6,000.00. Enclosed with the bid is a completed bid form and a cashier's check in the amount of \$600.00 made payable to the Dodge County Treasurer.

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A motion was made by Berres, and seconded by Behl to approve and accept the bid from Norman K. Wrensch in the amount of \$6,000.00. Motion carried.

PIN 292-1315-0514-110: No closed bids were received for this parcel of real estate located in the City of Waupun.

A motion was made by Mattson, and seconded by Berres to reestablish an appraised value for an unsold In Rem property, to which Parcel Identification Number 292-1315-0514-110 has been assigned, in the amount of \$5.00, and to authorize and direct Ted Dumke, Senior Land Surveyor of the Survey Division of the Land Resources and Parks Department, to mark the corners of this property. Motion carried.

A motion was made by Berres, and seconded by Nelson to establish an appraised value of \$23,000.00 for the parcel of real estate to which Dodge County Parcel Identification Number 038-1017-2034-014 has been assigned, located in the Town of Rubicon. Motion carried.

A motion was made by Mattson, and seconded by Nelson to authorize and direct the County Treasurer to advertise unsold In Rem properties for sale. Motion carried.

John F. Corey and Patti K. Hilker made an oral status report to the Committee regarding the 2016 In Rem Foreclosure properties.

The next regular meeting of the Taxation Committee is scheduled for September 28, 2015, at 11:00 a.m., in Room 11 of the Dodge County Administration Building.

A motion was made by Nelson, and seconded by Mattson to adjourn the meeting at 2:34 p.m. Motion carried.

Rodger Mattson, Secretary

Disclaimer: The above minutes may be approved, amended or corrected at the next committee meeting.

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WISCONSIN SURPLUS ONLINE AUCTION

42 Active Auctions

Office & Yard Hours: M-F 8am-4:30pm & Sat. 9-Noon Follow us on Facebook

Go!

Keywords: Any of the words V

#15348-71 - Dodge County, Wisconsin - Tax Delinquent Real Estate Property

Date & Ends: September 28, 2015 Starting at 10:00am Central

Time:

Location: County Contact: John F. Corey at 920-386-3592 or icorey@co.dodge.wi.us - 127

East Oak Street, Juneau, WI 53039-1329 -- Available M-F 8-4pm

Highlights: • Commercial Property (Prior Car Wash) in Hustisford, Wi (\$100 Opening



Categories: ALL ITEMS (2)

Notes: -- Click on 'All Items' to bid --

All items are sold AS IS, WHERE IS, HOW IS!! Please Read & understand all terms; verify all data and inspect properties before bidding!

BUYERS FEE APPLIES;

• DEED TRANSFER FEE (\$30) APPLIES;

READ & UNDERSTAND BEFORE BIDDING
Final Winning bid must get approval at the Dodge
County Taxation Committee meeting on
September 28, 2015. The Taxation Committee has
the right to reject or accept. Payment is required
after approval and prior to 5pm on October 6, 2015
(or) 7 Days after seller notification of bid Approval.
Final winning bidders will receive an email invoice
shortly after auction conclusion.

Terms: Terms:

All properties sell "AS IS - HOW IS - WHERE IS." Neither Wisconsin Surplus nor the seller gives any type of guarantee or warranty, implied or otherwise. There are no refunds or adjustments. Both the sellers and/or Wisconsin Surplus reserve their right to withdraw any auction item at any time and/or change the auction duration without giving any notice. Items offered for auction are subject to final confirmation by the seller. All items offered for auction and their descriptions have been provided by the seller & compiled to assist the buyer. The entire risk as to the quality and performance of the property is with the buyer, and should the auction property prove defective following the purchase, the buyer will assume the entire cost to rectify. Bidders are strongly encouraged to inspect property and ask

NOTICE OF APPRAISAL AND SALE OF COUNTY OWNED TAX DELINQUENT REAL ESTATE

Notice is hereby given that the Dodge County Taxation Committee will receive bids on the following described real estate, pursuant to Section 75.69, of the Wisconsin Statutes. The County may accept the most advantageous bid, but reserves the right to reject any bid, and may reject all bids less than the appraised value. The buyer will be responsible for payment of 2015 taxes, special assessments and special charges. ALL BIDS MUST BE ACCOMPANIED BY A COMPLETED "DODGE COUNTY BID FORM FOR TAX FORECLOSED REAL ESTATE" (available on the Dodge County Website www.co.dodge.wi.us, Treasurer Page) AND DEPOSIT IN THE FORM OF EITHER A CERTIFIED CHECK MADE PAYABLE TO "DODGE COUNTY TREASURER", or CASH, IN AN AMOUNT EQUAL TO EITHER 10% OF THE BID OR 100% OF THE BID. Deposits submitted by unsuccessful bidders will be returned to them. Deposits submitted by successful bidders will be applied to the purchase price, except that ANY SUCCESSFUL BIDDERS WHO DO NOT COMPLETE THE TRANSACTION WITHIN 2 WEEKS OF NOTIFICATION DATE WILL FORFEIT THEIR DEPOSIT. Upon payment to Dodge County of balance due plus a \$30.00 recording fee, successful bidders will receive a Quit Claim Deed issued by the Dodge County Clerk. Please submit all bids in a sealed envelope, CLEARLY marked "REAL ESTATE BID" on the outside of the sealed envelope, to Patti K. Hilker, Dodge County Treasurer, 127 E. Oak St., Juneau, WI 53039-1390. Bids must be physically present in the Office of the Dodge County Treasurer by not later than 4:00 P.M. on Friday, SEPTEMBER 25TH, 2015. BID OPENING will occur at 11:00 A.M. on Monday, SEPTEMBER 28TH, 2015 in Meeting Room 1A, on the 1st floor, of the Dodge County Administration Building, located at 127 E. Oak Street, Juneau, WI 53039. Bidders are welcome to attend the bid opening, but are not required to do so. Dodge County is selling the real estate and improvements AS-IS and has not made any warranty or representation regarding the condition of the real estate and improvements. Photos of real estate and improvements, as well as the Official Bid Form, are available on the Dodge County Website www.co.dodge.wi.us, Treasurer Page. It is policy to have no personal showings. If necessary, contact Patti K. Hilker, Dodge County Treasurer, at (920) 386-3783, between 8:00 A.M. and 4:30 P.M., Monday through Friday.

APPRAISED VALUE

**\$23,000,00

PIN #: 038-1017-2034-014*
POND ROAD
SEC 20 T10N R17E 1.383 ACRES
LOT 1 CSM 6999 IN V48 P58 BEING PT SE1/4 SW ½ SEC 20
TOWN OF RUBICON
*COMBINED WITH PIN #038-1017-2034-013 FOR 2016
**NO BIDS BELOW APPRAISED VALUE CAN BE CONSIDERED

\$10,000.00

PIN #: 136-1016-0942-077*
400 WEST JUNEAU ST.
SEC 09 T10N R16E .426 ACRES
LOT 1 CSM 4739 IN V30 P170 BEING PT OL 42 ASSESSOR'S
PLAT OF OUTLOTS ALSO THAT PT OF VAC BADGER ST
BEING PT OL 41 ASSESSOR'S PLAT OF OUTLOTS AS DESC IN
V1100 P993 & IN V1170 P566
VILLAGE OF HUSTISFORD
*BIDS CAN ONLY BE MADE VIA WISCONSIN SURPLUS ONLINE AUCTION at
http://www.wisconsinsurplus.com/ by following the online instructions.
Bidding ends September 25, 2015 at 4 p.m.

PIN #: 292-1315-0514-110
WILCOX COURT ADDITION
SEC 05 T13N R15E .006 ACRES
THAT PT OL 54 SOUTH WARD AS DESC IN V270 P380 EX
THAT PT PLATTED AS WILCOX COURT ADD
CITY OF WAUPUN

Dated: August 27, 2015

s/Taxation Committee Jeff Berres, Chairman Ed Nelson Rodger Mattson Dennis Schmidt Allen Behl \$5.00

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

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WB-13 VACANT LAND OFFER TO PURCHASE

	LICENSEE DRAFTING THIS OFFER ON 9/18/16 [DATE] IS (AGENT OF BUYER)
	(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
;	GENERAL PROVISIONS The Buyer, Apache Leasing, LLC and/or assigns
	, offers to purchase the Property
	known as [Street Address] Lots 3, 4, 5, 7, and 8 Monarch Development as per attached Exhibit A
	s in the <u>City</u> of <u>Beaver Dam</u> , County of <u>Dodge</u> , Wisconsin (Insert
	additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
	PURCHASE PRICE: One Dollar and other valuable consideration
	Dollars (\$ 1.00).
10	■ EARNEST MONEY of \$ <u>n/a</u> accompanies this Offer and earnest money of \$ <u>n/a</u>
11	will be mailed, or commercially or personally delivered within days of acceptance to listing broker or
12	
13	■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14	■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15	date of this Offer not excluded at lines 18-19, and the following additional items:
	The state of the s
	■ NOT INCLUDED IN PURCHASE PRICE:
20	CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21	and will continue to be owned by the lessor.
22	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
	included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
	■ ZONING: Seller represents that the Property is zoned: Two Family as to Lots 3, 4, 5 and Commerical as to Lots 7 & 8
	ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
	copies of the Offer.
27	CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
	running from acceptance provide adequate time for both binding acceptance and performance.
29	EINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
	or before October 20, 2015 Seller may keep the Property on the
31	market and accept secondary offers after binding acceptance of this Offer.
	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
33	OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF 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.
36	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
37	written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38	(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39	named at line 40 or 41.
40	Seller's recipient for delivery (optional): Atty. John Corey
41	Buyer's recipient for delivery (optional): Atty. Karla Chase
49	(2) Fax: fax transmission of the document or written notice to the following telephone number:
	
44	(3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45	commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46	
	delivery to the Party's delivery address at line 49 or 50.
47	x (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
47	x (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
47 48	× (4) <u>U.S. Mail</u> : depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
47 48 49	x (4) <u>U.S. Mail</u> : depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50. Delivery address for Seller: 127 E. Oak Street, Juneau, WI 53039-1329
47 48 49 50	x (4) <u>U.S. Mail</u> : depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50. Delivery address for Seller: 127 E. Oak Street, Juneau, WI 53039-1329 Delivery address for Buyer: 44 N. Main Street, Mayville, WI 63050
47 48 49 50 51	 X (4) <u>U.S. Mail</u>: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50. Delivery address for Seller: <u>127 E. Oak Street, Juneau, WI 53039-1329</u> Delivery address for Buyer: <u>44 N. Main Street, Mayville, WI 53050</u> (5) <u>E-Mail</u>: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
47 48 49 50 51 52	 X (4) <u>U.S. Mail</u>: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50. Delivery address for Seller: 127 <u>E. Oak Street, Juneau, WI 53039-1329</u> Delivery address for Buyer: 44 N. Main Street, Mayville, WI 53050 X (5) <u>E-Mail</u>: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
47 48 49 50 51 52 63	X (4) <u>U.S. Mail</u> : depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50. Delivery address for Seller: 127 E. Oak Street, Juneau, WI 53039-1329 Delivery address for Buyer: 44 N. Main Street, Mayville, WI 53050 X (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
47 48 49 50 51 52 63 54	X (4) <u>U.S. Mail</u> : depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50. Delivery address for Seller: 127 E. Oak Street, Juneau, WI 53039-1329 Delivery address for Buyer: 44 N. Main Street, Mayville, WI 53050 X (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
47 48 49 50 51 52 63 54 65	X (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50. Delivery address for Seller: 127 E. Oak Street, Juneau, WI 53039-1329 Delivery address for Buyer: 44 N. Main Street, Mayville, WI 53050 X (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law. E-Mail address for Seller (optional):
47 48 49 50 51 52 63 54 65 56	X (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50. Delivery address for Seller: 127 E. Oak Street, Juneau, WI 53039-1329 Delivery address for Buyer: 44 N. Main Street, Mayville, WI 53050 X (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law. E-Mail address for Buyer (optional):
47 48 49 50 51 52 63 54 55 56 57	X (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50. Delivery address for Seller: 127 E. Oak Street, Juneau, WI 53039-1329 Delivery address for Buyer: 44 N. Main Street, Mayville, WI 53050 X (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law. E-Mail address for Seller (optional):

	Property Address: Lots 3, 4, 5, 7, and 8 Monarch Development, City of Beaver Dam, Wisconsin Page 2 of 10, WB-13
59	OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60	Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61	free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62	with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.
63	PROPERTY CONDITION REPRESENTATIONS Soller represents to Buyer that as of the date of acceptance Soller has no
64	notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than these
65	Identified in the Seller's diselecure report dated, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
	end
68	INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT
69	CLOSING This transaction is to be closed no later than April 30, 2016
	at the allow extend by College unloan officering agreed by the Portion in writing
71	CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values:
79	real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74	assessments fuel and none other
75	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
76	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77	Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
78	The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79	THE CHOICE
80	APPLIES IF NO BOX IS CHECKED)
81	Current assessment times current mill rate (current means as of the date of closing)
82	Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83	
84	Seller is tax exempt. There shall be no tax proration.
85	CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
86	substantially different than the amount used for proration especially in transactions involving new construction,
	extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor
	regarding possible tax changes. Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
89	the state of the s
90	to the term of the term of the fermion of the provides of special the Darling challs
91 92	the second decimal control of the second form and Caller agent this is a past classical chication.
93	the state of the state of the second state and the second billies of the seal action broken in this transportion
94	the control of the co
97	under said lease(s) and transfer all security-deposits and prepaid-rents therounder to Buyer at elesing. The terms of the
90	(written) (oral) STRIKE ONE lease(s), if any, are
97	to the state of th
98	the second secon
20	fortgral, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
400	or consequation agreements, which early to any part of the Property (e.g., farmland preservation agreements, farmland
101	preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
402	Program, wetland mitigation, shoroland-zoning mitigation plan or comparable programs), along with disclosure of any
403	penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104	deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
405	the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106	requirements, and/or amount of any penalty, fee, charge, or payback obligation. CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,
107	as may apply, and Buyor agrees to reimburse Seller should Buyor fall to continue any such program such that Seller
100	incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The
	Parties agree this provision survives closing.
411	MANAGED FOREST LAND: All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
412	This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113	encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114	managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes; the
445	new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116	and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Ferestry menitors forest management plan compliance. Changes you make to properly that is subject to
117	: the DNH Division of Forestry mentions refect management plan compliance. Changes you make to property stat is easystate an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may eause
140	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 http://www.dnr.otato.wi.us.

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

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

124 occupied for farming or grazing purposes.

125 USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be 128 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization 129 Section or visit http://www.revenue.wi.gov/.

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

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

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

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

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

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

150 PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, 153 Seller shall be obligated to repair the Property and restore it to the same condition that is was on the day of this Offer. No later 154 than closing, Seller shall provide Buyer with lien waivers for all flenable repairs and restoration. If the damage shall exceed 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall 159 be held in trust for the sole purpose of restoring the Property.

160 DEFINITIONS

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

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

- Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property. 166
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.

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

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

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

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

188 (Definitions Continued on page 5)

	Property Address: Lots 3, 4, 5, 7, and 8 Monarch Development, City of Beaver Dam, Wisconsin Page 4 of 10, WB-13
189	
	FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
191	[INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within days of acceptance of this Offer. The financing selected shall be in an
192	loan commitment as described below, within days of acceptance of this Offer. The financing selected shall be in an
193	amount of not less than \$ for a term of not less than years, amortized over not less than years.
194	Initial monthly payments of principal and interest shall not exceed \$ Monthly payments may
195	also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196	premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
	fee in an amount not to exceed % of the loan. If the purchase price under this Offer is modified, the financed amount,
	unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
	monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
	CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.
201	FIXED RATE FINANCING: The annual rate of interest shall not exceed%.
202	
203	
204 205	year. The maximum interest rate during the mortgage term shall not exceed %. Monthly payments of principal
	and interest may be adjusted to reflect interest changes. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
	526-534 or in an addendum attached per line 525.
	■ <u>BUYER'S LOAN COMMITMENT</u> : Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
	mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
	in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
	later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
	Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213	commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214	accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
	unacceptability.
	CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
	the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
	COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
	ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.
	■ <u>SELLER TERMINATION RIGHTS</u> : If Buyer does not make timely delivery of said commitment, Seller may terminate this
	Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
	commitment.
	FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
	same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
	named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
	transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
	extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
	any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
	IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party
231	in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
	sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233	written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
	contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235	and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
	appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.
	APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
	at Buyer's expense by a Wisconsin licensed or cartified independent appraiser who issues an appraisal report dated
	subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
	purchase price. This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to
	Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
	purchase price, accompanied by a written notice of termination. CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
	one from an appraisa ordered by buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance

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245 DEFINITIONS CONTINUED FROM PAGE 3

- Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not 246 N. closed/abandoned according to applicable regulations. 247
- Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic 249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government 250 251 guidelines or other laws regulating said disposal; high groundwater, adverse soil conditions (e.g. low load bearing 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) 253 p. 254 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 Q.
- Lack of legal vehicular access to the Property from public roads.

 Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, 257 r. 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of 259 a part of Property by non-owners, other than recorded utility easements.
- 260 S. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district. 261
- 262 L Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 U. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments. 264
- 265 V. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- Flooding, standing water, drainage problems or other water problems on or affecting the Property. 266 W.
- Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides. 267 X.
- Significant odor, noise, water intrusion or other imitants emanating from neighboring property.
- 269 Z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties. 270
- 271 aa. Existing or abandoned manure storage facilities on the Property,
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence,
- The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county 275 see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- 279 DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as 286 closing, expire at midnight of that day.
- 287 I DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 # FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and 294 docks/piers on permanent foundations.
- 295 CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.
- 296 m PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

	Property Address: Lots 3, 4, 5, 7, and 8 Monarch Development, City of Beaver Dam, Wisconsin Page 6 of 10, WB-13
306	PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of:
307	
308	
310	[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within days of acceptance, delivers
311	written notice to Seller specifying those Items which cannot be satisfied and written evidence substantiating why each specific
312	item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 314	agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.
315	ZONING CLASSIFICATION CONFIRMATION: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned
316	and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.
317	SUBSOILS: This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
318	is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319	would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320	development,
321	PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: This Offer is contingent
322	upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from
323	a certified solls tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324	be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325	Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326	the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK
327 328	ALL THAT APPLY: Conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank; other:
329	EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE
330	ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331	affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332	significantly delay or increase the costs of the proposed use or development identified at lines 306-308.
333	APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
334	neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335	granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336	proposed use:
337	
338	UTILITIES: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
339	is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: electricity
340 341	gas; sewer; water
342	telephone; cable; other
343	ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE
344	("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345	roads.
346	LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
	neither is stricken) expense, a 🗌 rezoning; 🔲 conditional use permit; 🔲 license; 🗍 variance; 🗍 building permit; 🔲
	occupancy permit; Other CHECK ALL THAT APPLY, and delivering
	written notice to Seller if the Item cannot be obtained, all within days of acceptance for the Property for its proposed use described at lines 306-308.
350 351	
	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's" if neither is stricken)
354	expense. The map shall show minimum of acres, maximum of acres, the legal description of the
355 l	Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
	f any, and:
357	STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
358	staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
1 14CC	ootage; easements or rights-of-way. CAUTION: Consider the cost and the need for map features before selecting them.
300 i 384 i	Also consider the time required to obtain the map when setting the deadline. This contingency shall be deemed satisfied inless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 (delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 !	materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 l	Jpon delivery of Buyer's notice, this Offer shall be null and void.

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

388 CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage 389 information if material to Buyer's decision to purchase.

370 EARNEST MONEY

371 m HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or 373 otherwise disbursed as provided in the Offer.

374 CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the 375 Parties or an attorney, if someone other than Buyer makes payment of earnest money, consider a special 376 disbursement agreement.

377 ■ <u>DISBURSEMENT</u>: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to 386 exceed \$250, prior to disbursement.

1387 IN LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in 1388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to 1389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or 1380 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. 1381 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 1382 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their 1383 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith 1384 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing 1389 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

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

	Property Address: Lots 3, 4, 5, 7, and 8 Monarch Development, City of Beaver Dam, Wisconsin	_Page 8 of 10, WB-13
407 408 409 410 411 412 413 414 415 418 417 418 419		ary upon delivery suyer notice prior condary buyers. of Seller's notice of this Offer. All acceptance; (3) Deadlines in this e is a breach of the warranty deed conveyance as
421	entered under them, recorded easements for the distribution of utility and municipal services, recorded by	uilding and use
422	restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's discl	osure report and
423	in this Offer, general taxes levied in the year of closing and	rono roport una
424		
425		
426		
427	which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute	the documents
428	necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee,	
429	■ <u>TITLE EVIDENCE</u> : Seller shall give evidence of title in the form of an owner's policy of title insurance in the	e amount of the
430	purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Se	iller shall pay all
431	costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer	r's lende <u>r.</u>
432	<u>EAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (ES) (Seller's) (Sell</u>	wyer's) STRIKE
433	ONE ("Soller's" If neither etricken) aget to provide goverage for any liene or encumbrances first filed or re	porded after-the
434	effective date of the title incurance commitment and before the deed is recorded, subject to the title exclusions and exceptions; previded the title company will issue the endorsement. If a gap endorsement or	neurance policy
43E	coverage is not available; Buyer may give written notice that title is not acceptable for electing (see lines 442.4	-equivalent gap
437	■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the purposes of closing to the company of	r oj: ha recusired title
438	insurance commitment is delivered to Buyer's attorney or Buyer not more than days after acceptance ("	15" if left blank
439	showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be m	erchantable per
440	lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insuran	ce requirements
441	and exceptions, as appropriate.	
442	■ <u>TITLE NOT ACCEPTABLE FOR CLOSING</u> : If title is not acceptable for closing, Buyer shall notify Sel	ler in writing of
443	objections to title withindays ("15" if left blank) after delivery of the title commitment to Buyer or Buyer	er's attorney. In
444	such event, Seller shall have a reasonable time, but not exceeding 15 days ("5" if left blank) from Buyer	s delivery of the
	notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by	
446	closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written no	tice walving the
	objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyertten and the control of the	
	written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for c extinguish Seller's obligations to give merchantable title to Buyer.	aosang does not
	 SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to 	the data of this
451	Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer,	trie date of tries
452	CAUTION: Consider a special agreement if area assessments, property owners association assess	mente enocial
453	charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other	expenses" are
454	one-time charges or ongoing use fees for public improvements (other than those resulting in special	assessments)
455	relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewe	r (Including all
456	sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street tre	es, and impact
457	fees for other public facilities, as defined in Wis. Stat. & 66.0617(1)(f).	•
458	ADDITIONAL PROVISIONS/CONTINGENCIES	
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401 402		
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₩. 164		
		

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465 DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and 466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the 467 defaulting party to liability for damages or other legal remedies. 468

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

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

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

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

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

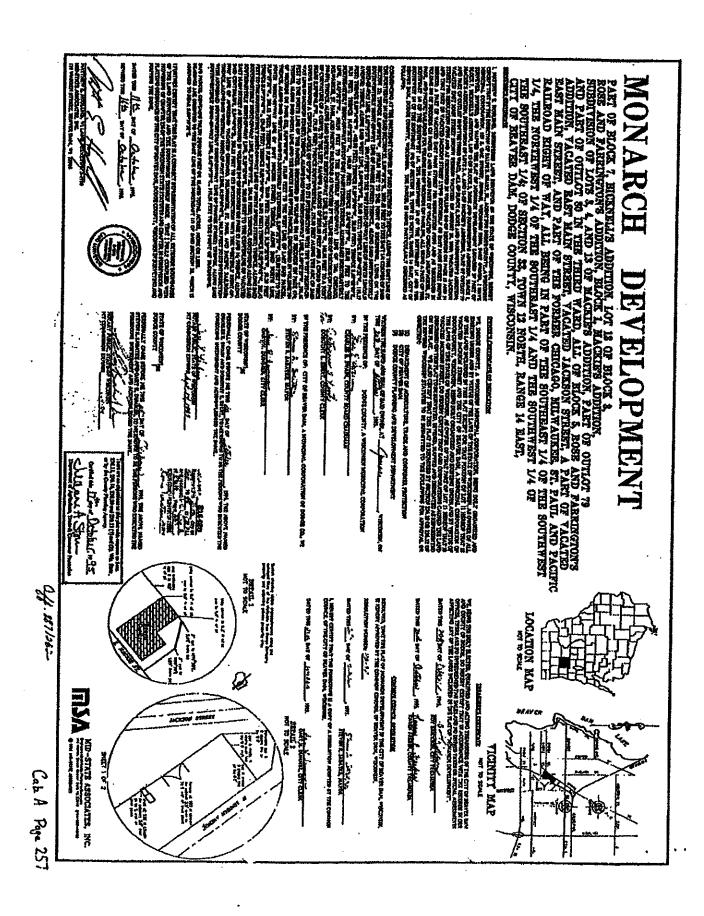
485 ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller 486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and 487 inures to the benefit of the Parties to this Offer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

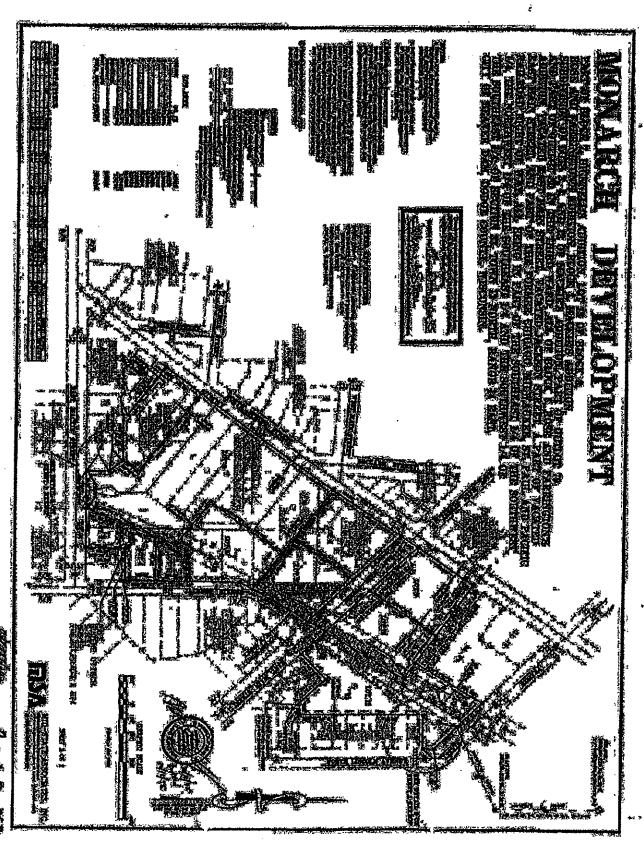
488 INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the 490 Property, other than testing for leaking carbon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

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

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

	Property Address: Lots 3, 4, 5, 7, and 8 Monarch Development, City of Beaver Dam, Wisconsin Page	10 of 10, WB-13
505 506	is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which is Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third part an inspection of	discloses no y performing
508 509 510 511	(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer si inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommod written report resulting from an authorized inspection performed provided they occur prior to the deadline specified inspection(s) shall be performed by a qualified independent inspector or independent qualified third party. CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection.	nended in a d at line 513.
513 514 515 516	well as any follow-up inspection(s). This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to Seller a copy inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement. For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent Buyer had actual knowledge or written notice before signing this Offer.	f Defects).
518 519 520 521 522 523	■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller or (b) Seller does not timely deliver the written notice of election to cure.	10 days of a good and closing. This t(s) and: (1)
525		
	ADDITIONAL PROVISIONS/CONTINGENCIES 1) Buyer shall, at its own expense, perform such environments	
527		augns,
528	condition of the Property. Buyer shall have six months from the date of Acceptance to conduct such testing. Se	iller acente
529	Buyer permission to access the Property and conduct testing, including taking soil bores or samples, provided	Buver
530	returns the Property to its previous condition. If Buyer, in Buyer's sole discretion, determines that it does not we	ant to
531	purchase the Property due to the results of the environmental testing, Buyer shall deliver written notice to Selle	r and this
532	contract shall be terminated with no obligation to Buyer to conclude this transaction. 2) Seller shall deliver to B	Liver
533	copies of any documents or reports concerning the environmental condition of the property within (10) days of	· · · · · · · · · · · · · · · · · · ·
534	Acceptance.	
535	This Offer was drafted by [Licensee and Firm] Attorney Karla Chase of QBS Law S.C.	
536	on 9/18/15	i .
537 (638	(x) Buyer's Signature & Print Name Here Apache Leasing, LLC by Duane Foulkes, Member	23 15 ate 4
539 ((x) ·	
540	Desired to the principle of the principl	ate 🛦
1	EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.	
542 _	Broker (by)	
543	SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN T	HIS OFFER
544 3	SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PRO	PERTY ON
940	THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF TH	is offer.
546 ((x)	
547	Seller's Signature ▲ Print Name Here▶	ate 🛦
548 (
549	Seller's Signature ▲ Print Name Here ►	ate ▲
550 T	This Offer was presented to Seller by [Licensee and Firm]	
ر ارم	on at	a.m./p.m.
52 T	This Offer is rejected This Offer is countered [See attached counter]	
	Seller Initials ▲ Date ▲ Seller Initials ▲	Doto A





ALL RIVERS