



City of Beaver Dam, Wisconsin
Operations Committee Meeting

205 S. Lincoln Ave; Council Chambers
Monday, May 18, 2026 at 6:45 PM

[Join Zoom](#)

Meeting ID: 885 0407 3460

Passcode: 989776

(312) 626-6799

AGENDA

- 1) Call to Order – Roll Call
 - a) Approval of the May 4, 2026, Meeting Minutes
- 2) Discussion & Possible Action
 - a) **RESOLUTION NO. 37-2026** A Resolution Authorizing the Purchase of 4.5 Acres +/- of Vacant Land by the Water Utility
 - b) **RESOLUTION NO. 38-2026** A Resolution Approving a Vacant Land Offer to Purchase from Rotary Club of Beaver Dam, Wisconsin, Inc.
 - c) Regarding an Ordinance Amending Section 2-46 of the Beaver Dam Municipal Code
- 3) Items for Future Agendas
- 4) Adjourn

This agenda was posted and made available to the news media, public and various City officials, and staff in compliance with the State of WI Open Meetings Law and Operations Committee policy:

Posted: 5/15/26 by Tracey Ferron, City Clerk at 8:00 a.m.

A quorum of the Common Council may attend this meeting.



1) Call to Order – Roll Call

The meeting of the Operations Committee was called to order at 7:00 p.m. by Jennifer Hiley. Present: Jennifer Hiley, Cris Olson (arrived at 7:14 p.m., Andrew Perkins, Nancy Wild, Jeff Bierman, Julie Wendt, Bart Radke, 7. Absent: 0. Others in attendance – Bobbi Marck (Mayor), Todd Janssen (Director of Engineering), Jeremy Klug (Director of Utilities), Dan Mulhern (Public Works Supervisor), Joe Kern (Parks Supervisor), Joe Lehner (Water Utility Supervisor), John Kreuziger (Police Chief), Terry Bell (WBEV), multiple unidentified members of the public.

a) Approval of the April 20, 2026, Meeting Minutes

Motion by Nancy Wild, second by Jeff Bierman, to approve. Motion carried by acclamation.

2) Discussion & Possible Action

a) Regarding the Election of a Vice Chairperson of the Operations Committee

Motion by Andrew Perkins to elect Bierman as Vice Chairperson of the Operations Committee from May 2026 through April 2026, second by Bart Radke, to approve. Motion carried by acclamation.

b) Regarding a Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703(4) Wisconsin Statutes

Introduced by Janssen and Klug followed by discussion. Motion by Andrew Perkins, second by Nancy Wild, to approve. Motion carried by acclamation.

c) Regarding an Ordinance Amending Sections 10-25, 10-31, 10-32, and 50-21 of the Beaver Dam Municipal Code

Introduced by Janssen and Kern, followed by discussion. Motion by Nancy Wild, to approve the amended ordinance as presented, second by Jeff Bierman. Motion carried by acclamation. Committee also directed staff to retrofit the existing park signage by painting over the word “No” currently included in the language for “No Pets or Domestic Animals Allowed in Parks.”

d) Regarding Existing Two-Hour Parking Restrictions in the Downtown Area

Introduced by Janssen and Kreuziger followed by discussion. Motion by Nancy Wild, to maintain the existing parking restrictions and limited enforcement as is, second by Andrew Perkins. Motion carried by acclamation.

3) Items for Future Agendas

There are no future agenda items.

4) Adjourn

Motion by Jeff Bierman, second by Nancy Wild, to adjourn. Motion carried by acclamation. The meeting adjourned 7:31 p.m.



City of Beaver Dam, Wisconsin
Utilities Department

TO: Operations Committee
FROM: Jeremy Klug
SUBJECT: Purchase of 4.5 Acres +/- of Vacant Land by the Water Utility

The Issue:

At the January 5, 2026 Operations Meeting, committee members granted permission for appropriate City Staff to enter into negotiations for the purchase of property as a site for a future water treatment facility. A purchase offer has been drafted and ready for presentation and consideration.

Considerations:

The current water treatment facility was constructed in a residential neighborhood in the 1950's. Planning for long term water treatment began more than five years ago. Engineering studies support relocating to a larger property near the existing facility. This is due to the age and location of the existing treatment facility, no room for expansion on the current site, stricter regulations for lime disposal, and significant cost increases in lime treatment and lime disposal. Vacant properties near the existing treatment facility were identified and professional engineers recommended the most beneficial site. Raw Water (Well Supply) piping will need to be extended from the existing site to a future site. The closer the location, the less pipe to extend. Size and location of large distribution piping was also analyzed. The vacant land location on Green Valley Road is closest in proximity and was identified as the most advantageous location. Consideration has been given to current and potential future demands. 4.5 acres of land is available which will give adequate acreage for future expansion.

Does this item have a financial or budget impact?

Yes

4.5 acres at \$47,500 per acre = \$213,750.

Phase II environmental study = not to exceed \$25,000.

Recommendation:

Trent Campbell, Executive Vice President with the Beaver Dam Area Development Corporation negotiated with the property owner and broker for a purchase price of \$47,500.00 per acre for a 4.5 acre parcel located at the north-east corner of Green Valley Rd and Carroll St. Recent comparable transactions in the neighborhood sold for \$40,010.20 per acre and \$55,261.89 per acre. Larry Konopacki, City of Beaver Dam contracted attorney, drafted the purchase offer with contingencies including Common Council approval and an environmental study of the site. This resolution includes

authorizing a phase II environmental study not to exceed \$25,000. Staff recommend approving the resolution and forwarding to Common Council this evening.

Attachments:

1. Resolution No. 37-2026
2. Offer to Purchase

RESOLUTION NO. 37-2026

**A RESOLUTION AUTHORIZING THE PURCHASE OF 4.5 ACRES +/- OF
VACANT LAND BY THE WATER UTILITY**

WHEREAS, the City of Beaver Dam proposes to enter into the attached Vacant Land Offer to Purchase with WMFB, Inc., a Wisconsin Corporation for the City's purchase of 4.5 acres +/- of vacant land on Green Valley Road (Tax Parcel No. 206-1214-3311-020) in the City of Beaver Dam for a new water treatment facility.

WHEREAS, a current Phase I Environmental Study is being conducted. A contingency for a Phase II Environmental Study is included in the offer.

WHEREAS, funds for the purchase price of \$47,500.00 per acre and \$25,000 for a Phase II Environmental Study are on hand in the City's Water Utility Account.

NOW THEREFORE BE IT HEREBY RESOLVED, that the City of Beaver Dam approves the Vacant Land Offer to Purchase, authorizes the Director of Utilities, upon receipt and consideration of advice from the City's environmental consultant, to commission the Phase II Environmental Study and , authorizes the Director of Utilities to terminate the Vacant Land Offer to Purchase based on the results of the environmental studies, and authorizes the appropriate City officials to execute documents to close on the purchase.

By a vote of _____ in favor, _____ opposed, and _____ abstain.

Adopted: May 18, 2026

Tracey M. Ferron
City Clerk

Approved: May 18, 2026

Roberta Marck
Mayor

(Subject to Committee Approval)

Approved by Wisconsin Real Estate Examining Board
5-1-22(Optional Use Date) 7-1-22 (Mandatory Use Date)

MLG Commercial, LLC dba Newmark

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 04/27/2026 and signed by Buyer City of Beaver Dam
2 _____ for purchase of real estate at Portion of Parcel No. 206-1214-3311, Beaver
3 Dam, WI is rejected and the following Counter-Offer is hereby made.
4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**
6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____
7 1) Line 666 - Add "Eric Baldwin, Curt Pitzen, Jan Haapala and Susan Baldwin"
8 2) Line 678 - Add "rogerdusso@gmail.com, baldwineric31@gmail.com, jan.haapala@gmail.com,
9 amcllc2@gmail.com and curt.pitzen@nmrk.com"
10 3) Addendum, 2. - Seller shall pay for recording of the Certified Survey Map (CSM). Buyer shall order
11 and pay for the Certified Survey Map (CSM).
12 4) Addendum, 4. - Buyer shall pay Title Company for Title Commitment costs if Buyer terminates the
13 Offer to Purchase.
14 5) Addendum, 5. - Shall be deleted and shall read "This Offer is contingent upon a qualified
15 independent environmental consultant(s) of Buyer's choice conducting inspections, tests, analyses,
16 sampling, and evaluations, including but not limited to, geotechnical evaluations, soil borings, and
17 environmental site assessments (Phase I and Phase II Site Assessments), (collectively, the
18 "Environmental Diligence"), at Buyer's expense. Buyer shall have the right to access the Property to
19 perform the Environmental Diligence. Buyer shall not disclose the results of the Environmental
20 Diligence to the Seller or any party except for third-party professionals retained to assist the
21 buyer in connection with the prospective purchase of the property, unless required to do so by law.
22 Buyer may, in its sole discretion and without sharing any supporting information, terminate this
23 Offer under this contingency. This contingency shall be deemed satisfied unless Buyer, on or before
24 August 31, 2026, delivers a written notice to Seller terminating this Offer. If Buyer exercises its
25 right to terminate, this Offer shall immediately terminate and be null and void."
26 6) Addendum, 8. - Seller is represented by MLG Commercial, LLC dba Newmark. Seller shall pay broker
27 by its separate agreement.

28 The attached _____ is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
31 making the Counter-Offer on or before May 6, 2026 (Time is of
32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,
33 unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
35 **provided at lines 30-32.**

36 This Counter-Offer was drafted by Curt J. Pitzen / MLG Commercial, LLC on 05/04/2026
37 _____ Licensee and Firm _____ Date ▲
38 (x) [Signature] 5/6/26 (x) [Signature] 05/04/2026
39 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
40 Print name ► City of Beaver Dam Print name ► Roger Dusso / WMFB, Inc.

41 (x) _____ (x) _____
42 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
43 Print name ► _____ Print name ► _____

44 This Counter-Offer was presented by _____ on _____
45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

ADDENDUM A TO WB-13 VACANT LAND OFFER TO PURCHASE

SELLER: WMFB, Inc., a Wisconsin Corporation

BUYER: City of Beaver Dam, Wisconsin

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1. *Addendum.* This Addendum A to WB-13 Vacant Land Offer to Purchase (the "Addendum") forms a part of the WB-13 Vacant Land Offer to Purchase (the "Form") to which it is attached. In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Form, the terms and conditions of this Addendum shall govern and prevail. The Addendum and the Form are collectively referred to as the "Offer".
 2. *Identification of Property.* As used herein, the term "**Property**" shall mean the vacant land located in the City of Beaver Dam, Dodge County, Wisconsin, that currently consists of a portion of Parcel No. 206-1214-3311-020, containing approximately 4.5 acres. The Property is described in the legal description and depicted as Lot 1 on the map attached hereto as Exhibit A. Prior to Closing, Seller shall record a certified survey map ("CSM") with the Dodge County Register of Deeds at Seller's sole cost and expense. Buyer and Seller agree that the legal description of the Property and the Parcel Number will be updated prior to Closing once the CSM is recorded.
 3. *Purchase Price.* The Purchase Price for the Property shall be forty-seven thousand five hundred dollars and no/100 (\$47,500.00) per acre identified as the total acreage of the Property in the CSM.
 4. *Closing.* Unless this transaction is terminated as allowed by the Offer, this transaction shall be closed thirty (30) days after the termination of the Environmental Diligence contingency in the following section at Guaranty Title Services, Inc. in Juneau, Wisconsin, unless otherwise agreed by Buyer and Seller in writing.
 5. *Environmental Inspections and Testing.* This Offer is contingent upon a qualified independent environmental consultant(s) of Buyer's choice conducting inspections, tests, analyses, sampling, and evaluations, including but not limited to, geotechnical evaluations, soil borings, and environmental site assessments (Phase I and Phase II Site Assessments), (collectively, the "Environmental Diligence"), at Buyer's expense, which discloses no defects or possible defects. A "defect" for purposes of this Section 4 is defined as: (a) a "Recognized Environmental Condition" as defined in any applicable ASTM Standard (the most recent edition); (b) a violation or possible violation of environmental laws; (c) a material contingent liability affecting the Property arising under any environmental laws; (d) the presence of an underground storage tank(s); (e) adverse soil conditions; or (f) the presence (or possible presence) of hazardous or toxic substances either on or under the Property or presenting a risk of

contaminating the Property due to future migration from other properties. Buyer shall have the right to access the Property in order to perform the Environmental Diligence.

This contingency shall be deemed satisfied unless Buyer, by August 31, 2026, delivers to Seller a copy of the environmental site assessments, reports, evaluations, and any environmental test results and a written notice listing the defect(s) or possible defect(s) to which Buyer objects, in Buyer's sole discretion. If Buyer delivers such notice to Seller, Buyer may terminate this Offer. If Buyer exercises its right to terminate, this Offer shall immediately terminate and be null and void.

6. *Due Diligence Materials.* In addition to the vacant land disclosure report contemplated by Section 8, within five (5) business days after the date on which this Offer is accepted, Seller shall provide to Buyer true and correct copies of the following documents to the extent such documents are in Seller's possession or control and have not already been provided to Buyer: (a) Seller's most current title insurance commitment or policy; (b) Seller's latest survey of the Property; (c) all soil, geotechnical or wetland reports or surveys; and (d) any plans or studies related to grading or stormwater detention or management. The documents referenced in the preceding sentence shall be collectively referred to in this Addendum as the **"Due Diligence Materials."**
7. *Approval by City Council.* This Offer is contingent upon the City Council of the City of Beaver Dam adopting a resolution accepting the Offer and its terms. This contingency shall be satisfied by Buyer's delivery to Seller a copy of the resolution accepting the Offer no later than ten (10) days after the regular meeting of the City Council at which the resolution is adopted. If the City Council does not accept the terms of the Offer, the Offer shall terminate and be null and void.
8. *No Commission or Broker.* Seller represents and warrants that it is not represented by a real estate broker or agent for this transaction and no brokerage or real estate commission will be owed upon the consummation of this transaction. Buyer represents and warrants that it is not represented by a real estate broker or agent for this transaction and no real estate commissions will be owed upon the consummation of this transaction.
9. *Voluntary Sale; No Relocation Assistance.*
 - A. Seller acknowledges that this transaction is a voluntary sale and not an exercise of the power of eminent domain by the City of Beaver Dam. Seller has been advised that the City has made no determination that the acquisition of the Property by eminent domain is necessary, but rather, has determined that it would not acquire the Property in the absence of a voluntary agreement. Nothing in the Form or Addendum is intended by either party to give rise to the applicability of any of the provisions of Chapter 32 of the Wisconsin Statutes and the Seller acknowledges receipt of documentation regarding the rights of displaced persons as mandated for delivery by State of Wisconsin law.

B. Seller expressly waives any rights it may have to relocation assistance and other benefits under Chapter 32 of the Wisconsin Statutes and Chapter Adm 92 of the Wisconsin Administrative Code in connection with Buyer's purchase of the Property.

C. Seller expressly acknowledges that it is not a "Displaced person" as that term is defined by Section 32.19(2)(e) of the Wisconsin Statutes and Adm § 92.01(14) of the Wisconsin Administrative Code. Specifically, Adm § 92.01(14)(b)6. Applies to Seller:

(b) "Displaced person" does not include, among others:

6. An owner-occupant who voluntarily sells a property after being informed in writing that the agency will not acquire the property by condemnation if a mutually satisfactory agreement of sale is not attainable. In such cases, however, any tenants who occupy the property are displaced persons under this chapter.

10. *Consideration.* Buyer and Seller acknowledge that Buyer will expend material sums of money in connection with negotiating and executing this Offer, conducting the due diligence activities contemplated by this Offer and preparing for closing, and that Buyer would not have executed this Offer without the availability of the contingencies for due diligence activities described in this Offer. Buyer and Seller, therefore agree that adequate consideration exists to support each of the party's obligations under this Offer, and Seller and Buyer each waive any and all rights to challenge the enforceability of this Offer on the basis that any of the conditions or contingencies set forth herein are at Buyer's sole discretion or that any of the agreements contained herein are illusory.
11. *Counterparts.* This Offer may be executed simultaneously in two or more counterparts, including by electronic image (e.g., pdf), email, or by facsimile, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto. To the fullest extent permitted by law, this Offer may be signed and transmitted electronically (such as DocuSign or other digital signature) and each document signed electronically shall be treated as an original and shall have the same binding effect as an original signature on an original document.
12. *Survival.* All of Seller's and Buyer's representations and warranties shall survive the closing of this transaction and the conveyance of the Property to Buyer. Any other terms or conditions stated to survive shall survive the closing of this transaction and the conveyance of the Property to Buyer.

[Signatures appear on the following page]

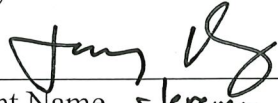
SELLER

WMFB Inc.

By _____
Print Name _____
Title _____

BUYER

City of Beaver Dam

By  _____
Print Name Jeremy Klug
Title Director of Utilities

Attachments:

- Exhibit A – Legal Description and Map of the Property
- Exhibit B – Vacant Land Disclosure Report

**EXHIBIT A TO ADDENDUM A
LEGAL DESCRIPTION AND MAP OF THE PROPERTY**

A part of Lot 2 of CSM #7796 and being located in part of the NW 1/4 of the NE 1/4 & the NE 1/4 of the NE 1/4 of Section 33, 12 North, Range 14 East, City of Beaver Dam, Dodge County, Wisconsin and being more particularly described as follows:

BEGINNING at the NW corner of Lot 2 CSM #7796 also being the SW corner of Lot 1 CSM #7420 and a point of the easterly right of way line of Green Valley Rd., thence N 88°26'12" E, 417.28 feet along the north line of said Lot 2; thence N 42°24'36" E, 91.09 feet along the north line of said Lot 2; thence S 63°28'06" E, 311.09 feet along the north line of said Lot 2; thence S 35°03'00" W, 433.46 feet to a point on the south line of Lot 2 CSM #7796; thence N 47°14'37" W, 299.08 feet along the south line of said Lot 2; thence S 88°26'12" W, 245.05 feet along the south line of said Lot 2; thence N 65°29'52" W, 47.64 feet along the south line of said Lot 2 to the west line of said Lot 2 and the easterly right of way of Green Valley Rd.; thence N 00°00'46" W, 199.06 feet along the west line of said Lot 2 and the easterly right of way of Green Valley Rd. to the POINT OF BEGINNING.

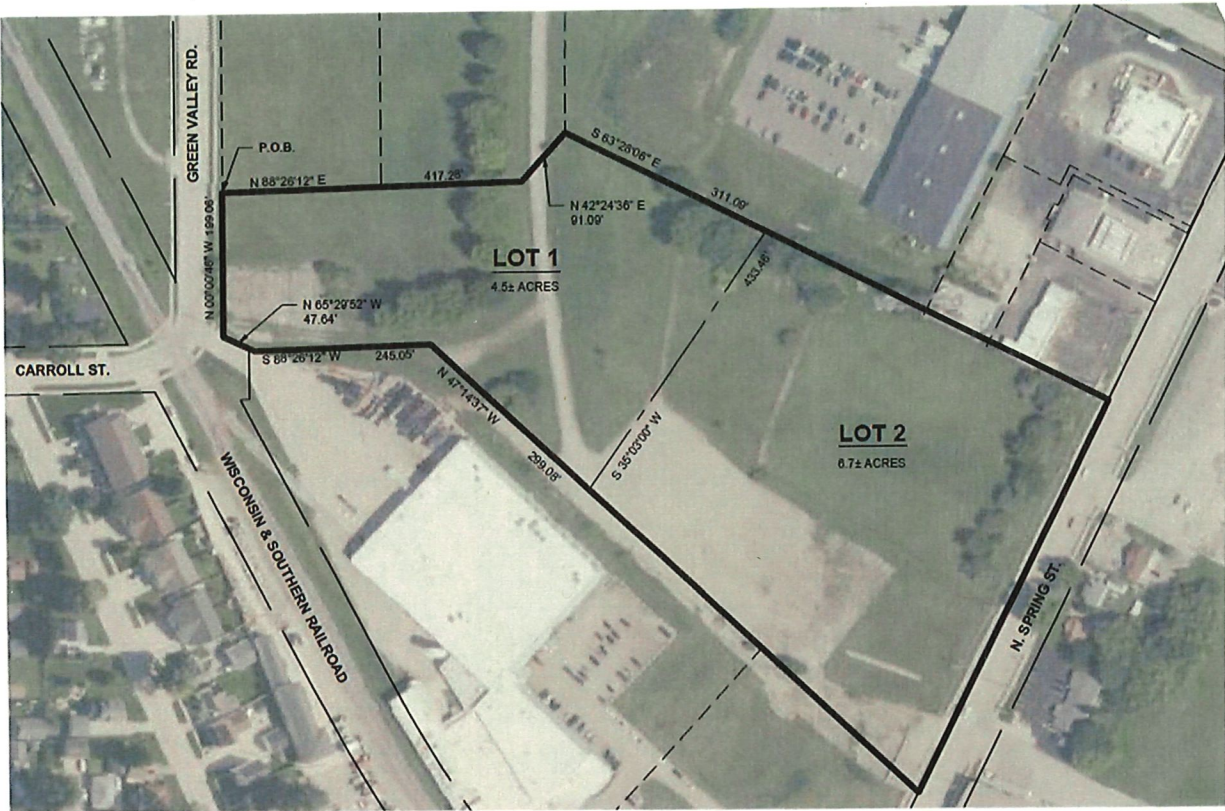


EXHIBIT B TO ADDENDUM A VACANT LAND DISCLOSURE REPORT

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

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VACANT LAND DISCLOSURE REPORT

DISCLAIMER

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

OWNER'S INFORMATION

B.1. In this form, "am aware" means have notice or knowledge. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would adversely affect the use of the property.

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

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

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

PROPERTY CONDITION STATEMENTS*

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

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

ADDITIONAL INFORMATION

Yes No N/A See Expert's Report

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

NOTICE REGARDING SEX OFFENDER REGISTRY

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

OWNER'S CERTIFICATION

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

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

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

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

NOTICE REGARDING ADVICE OR INSPECTIONS

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

BUYER'S ACKNOWLEDGEMENT

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

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

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

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

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

WB-13 VACANT LAND OFFER TO PURCHASE

1 ~~LICENSEE~~ DRAFTING THIS OFFER ON _____ [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**
3 The Buyer, _____ The City of Beaver Dam, Wisconsin _____,
4 offers to purchase the Property known as See Addendum A
5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the _____ City _____ of _____ Beaver Dam _____, County
8 of _____ Dodge _____ Wisconsin, on the following terms:
9 **PURCHASE PRICE** The purchase price is See Addendum A
10 _____ Dollars (\$ _____).
11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____
13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**
16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: _____
18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**
21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.
26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**
27 **an addendum per line 682.**
28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before _____.
30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.
34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
36 **CLOSING** This transaction is to be closed on See Addendum A
37
38 ~~at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,~~
39 ~~Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.~~
40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**
44 **EARNEST MONEY**
45 ~~■ EARNEST MONEY of \$ _____ accompanies this Offer.~~
46 ~~If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.~~
47 ~~■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically~~
48 ~~or personally delivered within _____ days ("5" if left blank) after acceptance.~~
49 ~~All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____~~
50 ~~_____) **STRIKE THOSE NOT APPLICABLE**~~
51 ~~(listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).~~
52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**
55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

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

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

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

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

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

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

125 i. ~~Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic~~
126 ~~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.~~

135 l. 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.~~

163 t. ~~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.~~

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

174 y. ~~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.~~

Property Address: _____

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
 181 lease agreement or an extension of credit from an electric cooperative.

182 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
 190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
 192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
 193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
 194 **continued after sale. The Parties agree this provision survives closing.**

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

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

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

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

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

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

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
 238 estimates for utility hook up expenses, special assessments, changes for installation of roads or utilities, environmental
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

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

~~**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.~~

~~**Proposed Use:** Buyer is purchasing the Property for the purpose of: _____~~

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

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

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

~~☐ **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 tank; ☐ other: _____.~~

~~☐ **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.~~

~~☐ **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: _____~~

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

~~☐ electricity _____; ☐ gas _____; ☐ sewer _____;
☐ water _____; ☐ telephone _____; ☐ cable _____;
☐ other _____.~~

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

~~☐ **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; ☐ 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 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.~~

~~☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ☒ **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 ("30" if left blank) after acceptance, at (Buyer's) (Seller's) ☒ **STRIKE ONE** ("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 Property, the location of improvements, if any, and: _____~~

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

~~**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 5 days after the deadline for delivery of said 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. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to~~

Property Address: _____

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

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

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

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

~~**INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-310). (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects. (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects. (3) Buyer may have follow up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).~~

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

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

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

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

~~**NOTE: "Defect" as defined on lines 553-555 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.**~~

~~**RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:~~

- ~~(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;~~
- ~~(2) curing the Defects in a good and workmanlike manner; and~~
- ~~(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.~~

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

- ~~(1) Seller does not have the right to cure; or~~
- ~~(2) Seller has the right to cure but:~~
 - ~~(a) Seller delivers written notice that Seller will not cure; or~~
 - ~~(b) Seller does not timely deliver the written notice of election to cure.~~

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

~~**FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan~~

sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

~~■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.~~

~~**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**~~

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

~~☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("4" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.~~

~~■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:~~

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

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

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

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

~~■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.~~

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

- ~~(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
(2) the Deadline for delivery of the loan commitment on line 357,~~

~~to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.~~

~~**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:~~

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

~~(2) _____ [Specify documentation Buyer agrees to deliver to Seller].~~

~~If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.~~

~~☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.~~

~~This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.~~

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

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

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

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

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

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

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

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

435 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
437 no later than _____

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

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

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

446 (2) Written waiver of _____ (name other contingencies, if any); and

447 (3) Any of the following checked below:

448 ☐ Proof of bridge loan financing.

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

451 Other: _____

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

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

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

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____ None _____

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

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

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

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

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

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

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

483 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro rata share. Buyer shall, within 5

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

TITLE EVIDENCE

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

495 _____ (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
497 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

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

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

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

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

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

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

537 _____
538 _____ Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

DEFINITIONS

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing ~~unless otherwise provided in~~
591 ~~this Offer at lines 655-660 or in an addendum attached per line 682, 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.

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 ~~**SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of~~
651 ~~(e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage~~
652 ~~fees at closing. Payment made under this provision represents an economic adjustment only and does not create any~~
653 ~~agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party~~
654 ~~beneficiary of this contract.~~

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A

656

657

658

659

660

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

664 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Roger Dusso

667 Name of Buyer's recipient for delivery, if any: Jeremy Klug

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

669 Seller: () Buyer: ()

670 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
 671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
 672 line 675 or 676.

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

675 Address for Seller:

676 Address for Buyer:

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

678 Email Address for Seller:

679 Email Address for Buyer: jklug@ci.beaverdam.wi.gov

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

682 ☒ **ADDENDA:** The attached Addendum A is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Larry Konopacki, Attorney for Buyer

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

696 (x) _____ Date ▲
 697 Buyer's Signature ▲ Print Name Here ►

698 (x) _____ Date ▲
 699 Buyer's Signature ▲ Print Name Here ►

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

704 (x) _____ Date ▲
 705 Seller's Signature ▲ Print Name Here ►

706 (x) _____ Date ▲
 707 Seller's Signature ▲ Print Name Here ►

708 This Offer was presented to Seller by [Licensee and Firm] _____
 709 _____ on _____ at _____ a.m./p.m.

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



City of Beaver Dam, Wisconsin
City Administrator Office

TO: Operations Committee
FROM: Larry Bierke
SUBJECT: Vacant Land Offer to Purchase from Rotary Club of Beaver Dam, Wisconsin, Inc.

The Issue:

Enclosed is the Vacant Land Offer to Purchase from the Rotary Club of Beaver Dam to purchase a 1.25 acre portion of City-owned Parcel No. 206-1214-2814-013.

The referenced parcel is located on Woodland Drive, and it's expected that the Rotary's use of such will be limited to indoor storage. Consequently, the proposed use will also serve as a nice buffer separating the Light Manufacturing use to the west from the residential use to the east.

Note that the Offer to Purchase grants the City of Beaver Dam a Right of First Refusal (ROFR) if the Rotary Club later decides to sell the property. The ROFR essentially allows the City to purchase the property back at a reduced cost in recognition of the value of land being donated.

Considerations:

The Beaver Dam Rotary Club has been using the shed building located on city-owned property at W8219 Hemlock Road for storage of the Beaver Dam Rotary Lights. The referenced building has recently been demolished in advance of the Oppidan Data Center Project. The Rotary Club has since started a fundraiser to build a new storage building and has asked the City to consider donating land for such.

This item was last discussed with the Operations Committee at their December 15, 2025 meeting, at which time the committee directed staff to further coordinate a land donation to Beaver Dam Rotary Club.

Subsequently, the City has spent the last several months working with the Rotary Club on their building and lot design, as well as fundraising activities.

Does this item have a financial or budget impact?

Yes

The value of the land is estimated at approximately \$37,500 (i.e., \$30,000 per acre). This land was originally purchased with funding from the Beaver Dam Development Corporation, so when other sites on Woodland Drive and/or Commercial Drive are sold,

it would be appropriate for the City to repay the Development Corporation for their investment.

Recommendation:

Staff recommend approval of the Offer to Purchase as presented.

Attachments:

1. Resolution No. 38-2026
2. Vacant Land Offer to Purchase
3. Parcel Map

RESOLUTION NO. 38-2026

**A RESOLUTION APPROVING A VACANT LAND OFFER TO PURCHASE FROM
ROTARY CLUB OF BEAVER DAM, WISCONSIN, INC.**

WHEREAS, the City of Beaver Dam (Seller) proposes to enter into the attached Vacant Land Offer to Purchase with Rotary Club of Beaver Dam, Wisconsin, Inc. (Buyer) for the sale of 1.25 acres of vacant land on Woodland Dr (portion of Tax Parcel No. 206-1214-2814-013) in the City of Beaver Dam for the purpose of a new storage building; and

NOW, THEREFORE, BE IT RESOLVED that the City of Beaver Dam approves the Vacant Land Offer to Purchase 1.25 acres of vacant land for the sale price of \$1.00 for a new storage building and hereby authorizes the appropriate City officials to execute documents to close on the purchase.

Presented by the Operations Committee

By a vote of: _____ in favor, _____ opposed, and _____ abstain.

Adopted: May 18, 2026

Tracey M. Ferron
City Clerk

Approved: May 18, 2026

Roberta Marck
Mayor

(Subject to Committee Approval)

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** _____ **[DATE] IS** ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/ LISTING FIRM)~~ ~~(AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Rotary Club of Beaver Dam, Wisconsin, Inc. _____,
4 offers to purchase the Property known as Portion of Parcel No. 206-1214-2814-013 shown as Lot 1 in Exhibit A

5 _____
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the City _____ of Beaver Dam _____, County
8 of Dodge _____ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One ***** Dollars (\$ 1.00).
10 *****

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None.

13 _____
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: None.

18 _____
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

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

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**
27 **an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before _____.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on _____

37 _____
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer.—

46 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.—

47 ■ **EARNEST MONEY** of \$ _____ will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.—

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
50 _____) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).—

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.—**

55 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.—

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

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

~~77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except: None.~~

~~80 _____ . If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.~~

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

~~94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

478 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
479 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
480 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
481 lease agreement or an extension of credit from an electric cooperative.
482 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
483 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
484 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
485 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
486 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
487 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
488 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
489 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
490 payback obligation.
491 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
492 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
493 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
494 **continued after sale. The Parties agree this provision survives closing.**
495 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
496 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
497 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
498 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
499 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
500 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
501 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
502 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
503 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
504 and may result in the assessment of penalties. For more information call the local DNR forester or visit
505 <https://dnr.wisconsin.gov/topic/forestry>.
506 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
507 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
508 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
509 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
510 Equalization Bureau or visit <http://www.revenue.wi.gov/>.
511 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
512 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
513 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
514 visit <http://www.datcp.state.wi.us/> for more information.
515 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
516 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
517 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
518 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
519 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
520 Agency office or visit <http://www.fsa.usda.gov/>.
521 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
522 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
523 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
524 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
525 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
526 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
527 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland wetland
528 zoning restrictions, if any.
529 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
530 where one or both of the properties is used and occupied for farming or grazing purposes.
531 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
532 **occupied for farming or grazing purposes.**
533 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
534 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
535 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
536 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
537 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
538 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
539 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
540 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
541 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).—

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

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

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: See Addendum A attached hereto and incorporated herein.

252 _____

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

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

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

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

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

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

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

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

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;

278 ☐ water _____; ☐ telephone _____; ☐ cable _____;

279 ☐ other _____.

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

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

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

287 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ☒ **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
289 a registered land surveyor, within 10 _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) ☒ **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of 1.25 _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

355 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
 357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
 358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
 359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
 361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

~~■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.~~

~~■ **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372:**~~

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

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

~~■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.~~

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

~~(1) signed by Buyer; or,~~

~~(2) accompanied by Buyer's written direction for delivery.~~

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

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

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

~~■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.~~

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

~~(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or~~

~~(2) the Deadline for delivery of the loan commitment on line 357,~~

~~to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.~~

~~If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.~~

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

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

(2) _____
[Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

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

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

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

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

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

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

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

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

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

~~435 ☐ CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of~~
~~436 Buyer's property located at _____~~
~~437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall~~

~~438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a~~
~~439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close~~
~~440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of~~
~~441 bridge loan shall not extend the closing date for this Offer.~~

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

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

~~446 (2) Written waiver of _____~~
~~447 _____ (name other contingencies, if any); and~~

~~448 (3) Any of the following checked below:~~

~~449 ☐ Proof of bridge loan financing.~~

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

~~452 Other: _____~~

~~453 _____~~

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

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

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

~~466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:~~
~~467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners~~
~~468 association assessments, fuel and none other _____.~~

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

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

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

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

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

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

~~478 ☐ _____~~

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

~~483 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on~~
~~484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5~~

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

TITLE EVIDENCE

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

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

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

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

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

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than 5 _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within 5 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have 5 _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

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

537 _____
538 _____. Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

DEFINITIONS

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
 591 this Offer at lines 655-660 or in an addendum attached per line 682, 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.

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

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

650 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A attached hereto and incorporated herein.

656
657
658
659
660

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Larry Bierke

667 Name of Buyer's recipient for delivery, if any: Shane Christopherson and Dale Schmidt

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

669 Seller: () Buyer: ()

670 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
 671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
 672 line 675 or 676.

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

675 Address for Seller: 205 S Lincoln Ave, Beaver Dam, WI 53916

676 Address for Buyer: PO Box 482, Beaver Dam, WI 53916

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

678 Email Address for Seller: lbierke@ci.beaverdam.wi.gov

679 Email Address for Buyer: schmidtj@hotmail.com

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

682 ☐ **ADDENDA**: The attached _____ is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] _____

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

696 (x) _____
 697 Buyer's Signature ▲ Print Name Here ► Shane Christopherson, President of Rotary Club of Beaver Dam Date ▲

698 (x) _____
 699 Buyer's Signature ▲ Print Name Here ► Date ▲

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

704 (x) _____
 705 Seller's Signature ▲ Print Name Here ► Larry Bierke, City Administrator Date ▲

706 (x) _____
 707 Seller's Signature ▲ Print Name Here ► Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] _____
 709 _____ on _____ at _____ a.m./p.m.

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A

THIS **ADDENDUM A** ("Addendum A") is attached and supplements the WB-13 Vacant Land Offer to Purchase date April 16, 2026 (the "Pre-Printed Form"), for the Property known as Parcel Number 206-1214-2814-013 located in the City of Beaver Dam, County of Dodge, Wisconsin ("Property"). This Addendum A and Pre-Printed Form shall be collectively referred to as the "Offer". Should there be a conflict between the terms of this Addendum A and the Pre-Printed Form, the provisions of this Addendum A shall control.

Line 251 of the Pre-Printed Form is amended to insert the following:

"Buyer intends to construct a building on the Property to be used for Rotary business, including but not limited to storage as well as potentially renting storage space. Seller represents and warrants to Buyer that constructing the building on the Property and renting or leasing portions of the building to third-party storage tenants is permitted by City Code."

Line 655 of the Pre-Printed Form shall read as follows:

"If this sale closes, Buyer grants Seller a right of first refusal to purchase the Property (the "ROFR") if Buyer later decides to sell the Property. Notwithstanding the foregoing, the ROFR shall not apply to a conveyance of fee title by Buyer to a nonprofit organization that operates or manages the holiday lights display at Swan Park in Beaver Dam. If Buyer receives a bona fide, written offer from a third party to purchase the Property (the "Third-Party Offer"), Buyer shall deliver written notice to Seller (the "Offer Notice") within five (5) business days of receipt of the Third-Party Offer. The Offer Notice shall include all material terms of the Third-Party Offer, including purchase price, contingencies, and proposed closing date. Seller shall have thirty (30) days from the date of delivery of the Offer Notice (the "Election Period") to deliver written notice to Buyer ("Election Notice") of Seller's election to purchase the Property on the same terms of the Third-Party Offer, except that the purchase price shall be the price set forth in the Third-Party Offer, less \$37,500.00, in recognition of Seller's prior conveyance of the Property to Buyer for nominal consideration and as a matter of good faith and fairness. Failure of Seller to deliver timely Election Notice to Buyer shall constitute a waiver of the ROFR for that sale. If Seller does not elect to purchase the Property within the Election Period, Buyer may sell the Property to the third party. All notices under this Section shall be in writing and delivered by certified mail or personal delivery to the City of Beaver Dam, Attn: City Clerk, 205 South Lincoln Avenue, Beaver Dam, WI 53916. Notices are deemed delivered upon receipt if delivered personally or upon confirmation of delivery if sent by certified mail. At closing, the Buyer and Seller shall execute a legal document giving affect to the ROFR and record such against the property with the Dodge County Register of Deeds."

All other terms and conditions of the Offer shall remain unchanged and in full force and effect.

SELLER:

Dated: _____
City of Beaver Dam

BUYER:

Dated: _____
Rotary Club of Beaver Dam, Wisconsin, Inc.

BY: _____
Name: Larry Bierke, City Administrator

BY: _____
Name: Shane Christopherson, President

EXHIBIT A

DODGE COUNTY CERTIFIED SURVEY MAP

A SURVEY OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 7483 ,
RECORDED IN VOLUME 52 OF C.S.M.'S ON PAGES 006 AND 007 AS
DOCUMENT NUMBER 1296620, BEING A PART OF THE SOUTHEAST
1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWN 12 NORTH,
RANGE 14 EAST, CITY OF BEAVER DAM, DODGE COUNTY, WISCONSIN.

OWNER

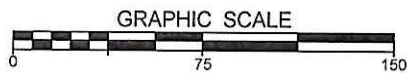
City of Beaver Dam
205 S Lincoln Street
Beaver Dam, WI 53916

TOTAL AREA

108,909 sq ft or 2.500 ac +/-

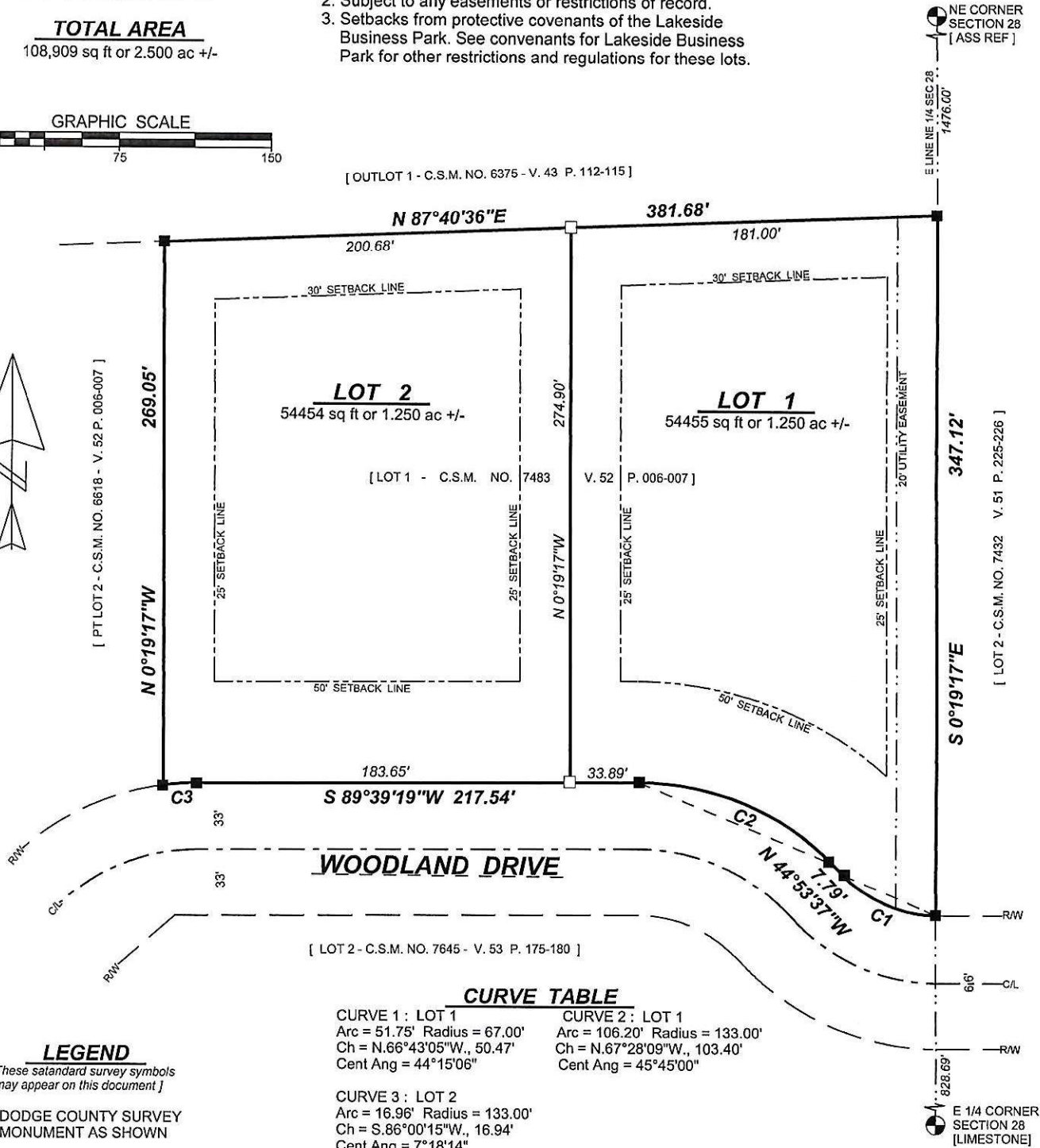
NOTES:

1. Property is Zoned - Light Manufacturing.
2. Subject to any easements or restrictions of record.
3. Setbacks from protective covenants of the Lakeside Business Park. See covenants for Lakeside Business Park for other restrictions and regulations for these lots.



[OUTLOT 1 - C.S.M. NO. 6375 - V. 43 P. 112-115]

NORTH POINT IS REFERENCED TO C.S.M.
NO. 7483, EAST LINE OF THE NORTHEAST
1/4 OF SECTION 28 BEARS S 0°19'17"E.



LEGEND

[These standard survey symbols
may appear on this document]

- DODGE COUNTY SURVEY MONUMENT AS SHOWN
- FOUND 1" IRON PIPE
- FOUND 2" IRON PIPE
- FOUND 3/4" IRON ROD
- FOUND 1 1/4" REBAR
- CHISEL CROSS SET / FOUND
- SET 3/4"x18" IRON ROD WEIGHING 1.5 LBS/FT
- SET 1" X 18" IRON PIPE WEIGHING 1.13 LBS/FT
- (R) RECORD MEASUREMENTS

Dated this _____ day of _____, 2026

Mark R Tomashek WI RLS S-2340 at Beaver Dam, WI

New Frontier Land Surveying
P.O. Box 576 - Beaver Dam, WI 53916
p(920)296-3904 f(920)885-3905
email : newfrontier@powercom.net

DODGE COUNTY CERTIFIED SURVEY MAP

A SURVEY OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 7483, RECORDED IN VOLUME 52 OF C.S.M.'S ON PAGE 006 AND 007 AS DOCUMENT NUMBER 1296620 , BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 28, TOWN 12 NORTH, RANGE 14 EAST, CITY OF BEAVER DAM, DODGE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Mark R. Tomashek, Professional Land Surveyor of the State of Wisconsin, do hereby certify that I have made a survey for Dale Schmidt, Beaver Dam Rotary Club, agent for the owner, of Lot 1 of Certified Survey Map Number 7483, recorded in Volume 52 of C.S.M.'s on Page 006 and 007 as Document Number 1296620, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Town 12 North, Range 14 East, City of Beaver Dam, Dodge County, Wisconsin, being more particularly described as follows:

Lot 1 of Certified Survey Map Number 7483, as recorded in Volume 52 of C.S.M.'s on Page 006 and 007 as Document Number 1296620.

Said parcel contains 108,909 square feet or 2.500 acres more or less. Parcel subject to easements and restrictions of record.

I further certify that this map is a correct representation of all exterior boundaries and interior divisions thereof according to official records and that I have complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Subdivision Ordinance for the City of Beaver Dam, Wisconsin in surveying and mapping the same to the best of my knowledge and belief.

Dated this _____ day of _____, 2026

Mark R. Tomashek, WI RLS - 2340 at Beaver Dam, Wisconsin

CITY OF BEAVER DAM APPROVAL CERTIFICATE:

This Certified Survey Map is approved and the Lots are accepted by the City of Beaver Dam.

This _____ day of _____, 2026.

Authorized Representative

OWNER'S CERTIFICATE:

We, as Mayor and Clerk representing the City of Beaver Dam, owner of the land represented on this survey, we hereby certify that we caused the lands to be surveyed, divided mapped and the easements dedicated and described, in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the City of Beaver Dam Subdivision Ordinance..

Mayor

City Clerk

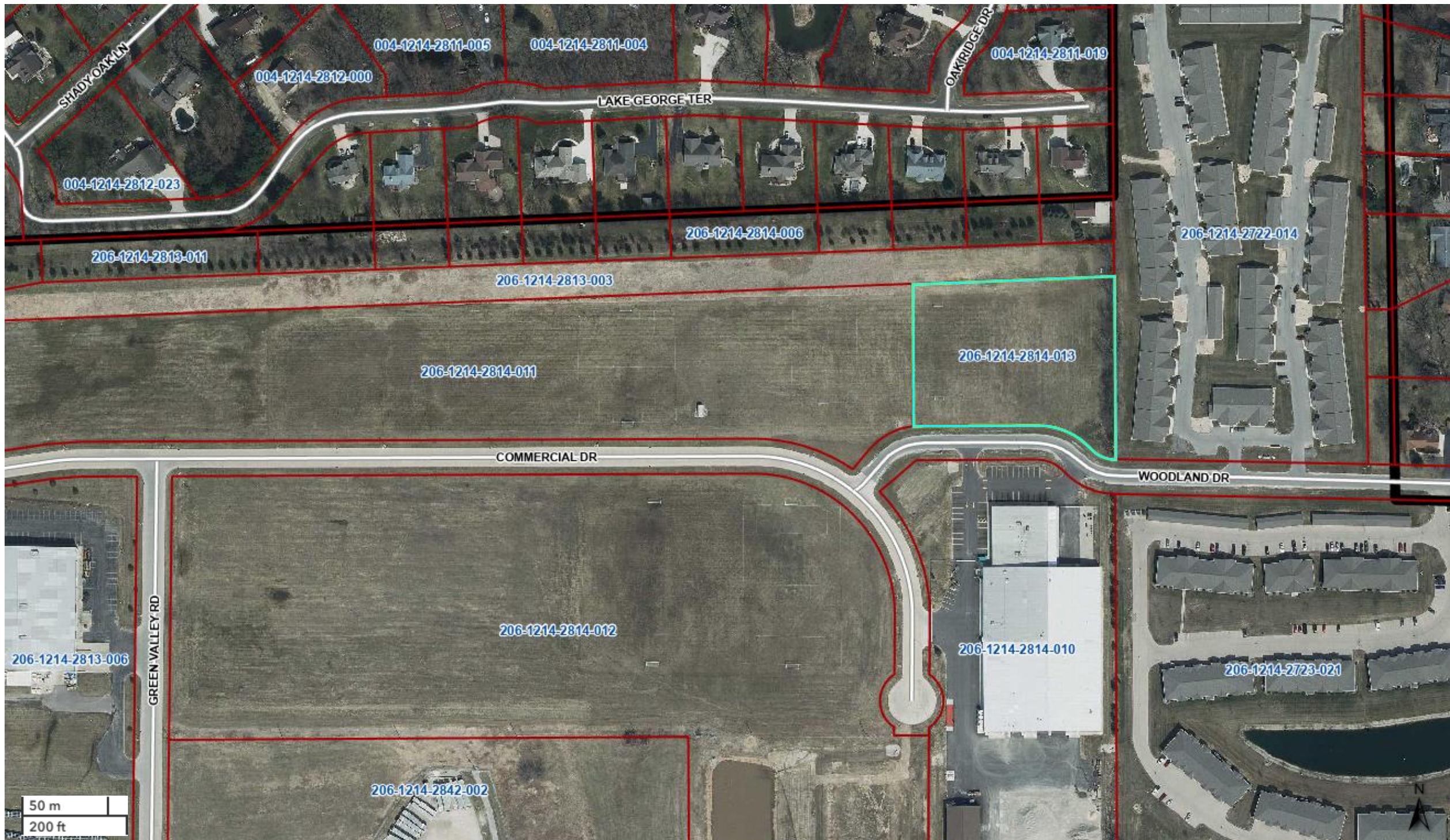
State of Wisconsin)ss
Dodge County) ss

Personally came before me this _____ day of _____, 202__ the above named owners known to me to be the persons who executed the foregoing instrument and acknowledge the same.

My commission expires _____

Notary Public

⊕ **New Frontier Land Surveying llc.** ⊕
P.O. Box 576- Beaver Dam, Wisconsin 53916
P (920-296-3904) F (920-885-3905)
Email : newfrontier@powercom.net





City of Beaver Dam, Wisconsin
City Administrator Office

TO: Operations Committee
FROM: Larry Bierke
SUBJECT: Ordinance Amending Section 2-46 of the Beaver Dam Municipal Code

The Issue:

This ordinance amends Section 2-46 of the Municipal Code to reorganize and clarify the responsibilities of the Common Council's standing committees. The amendment removes outdated committee language and adds new duties. New language expands and clarifies the Administrative Committee's oversight responsibilities to include employee classification and compensation matters, financial management, risk management, ethics complaints, ordinance review, information technology, licensing, and other policy duties assigned by the Mayor. The ordinance also more clearly defines the Operations Committee, assigning responsibility for capital project prioritization, infrastructure and utility planning, construction contracts, public works duties, parks and recreation, parking, refuse and recycling operations, and related operational policies. Overall, the amendment is intended to modernize the committee structure, better separate administrative and operational functions, and provide clearer direction regarding committee oversight responsibilities.

Considerations:

Does this item have a financial or budget impact?

Yes

No Fiscal Impact.

Recommendation:

Attachments:

1. Draft Ordinance

City of Beaver Dam Ordinance Number __-2026

An Ordinance Amending Section 2-46 of the Beaver Dam Municipal Code

The Common Council of the City of Beaver Dam, Wisconsin do-ordain as follows:

SECTION 1. Section 2-46 is hereby amended:

2-46 Committees

(a) Appointment. Standing committees of the Common Council shall be appointed by the Mayor and confirmed by the Common Council for a one year term and shall consist of the following:

a. Administrative Committee. Seven-member ~~committee with the City Administrator reporting to the Administrative C~~committee. The Administrative Committee is responsible for review and recommendation of:

i. The classification, compensation, and employment appeal hearings of employees except as provided for via optional powers of the Police and Fire Commission;

ii. Financial matters including budgets, debt service, tax incremental financing, capital improvement plan funding;

iii. Risk management and service contracts;

iv. Ethics Complaints;

v. Ordinance Review;

~~iii-vi.~~ vi. Information Technology;

~~iv-vii.~~ vii. Liquor, beverage, sundry licensure, and other city permits; and

~~v-viii.~~ viii. Any and all policy duties as assigned by the mayor.

b. Operations Committee. Seven-member committee ~~with the Director of Engineering and the Director of Utilities reporting to the Operations Committee~~. The Operations Committee is responsible for review and recommendation of:

i. Capital improvement plan project prioritization including buildings, streets, parks, and utility infrastructure, water, wastewater, and stormwater utilities;

ii. Construction contracts and special assessments;

iii. Equipment additions and replacement plans; City property and facility planning;

iv. Duties of the Board of Public Works under Wis. Stat 62.14;

v. Parks, Recreation, Forestry, Transit, and Utilities;

~~iii-vi.~~ vi. Parking lots and street parking;

~~iv-vii.~~ vii. Refuse and recycle operations and contracts; and

~~v-viii.~~ viii. Any and all policy duties as assigned by the Mayor.

~~(b) Both above committees must be directed by Wis. Stats Ch 62 and 66.~~

SECTION 2. All other provisions of Chapter 2 shall remain in full force and effect unless specifically modified here in.

SECTION 3. Pursuant to Wis. Stat. § 66.0101(5), this ordinance does not take effect until 60 days after its passage and publication. If within the 60-day period a petition conforming to the requirements of Wis. Stat. § 8.40 and signed by a number of electors of the city or village equal to not less than 7 percent of the votes cast in the city or village for governor at the last general election is filed in the office of the clerk of the city or village demanding that the ordinance be submitted to a vote of the electors, it may not take effect until it is submitted to a referendum and approved by a majority of the electors voting in the referendum. The petition and the proceedings for its submission are governed by Wis. Stat. § 9.20 (2) to (6). ~~This ordinance shall be in full force and effect beginning upon publication.~~

Approved and adopted by the Common Council of the City of Beaver Dam on a vote of ____ to ____ this _____ day of May, 2026.

Roberta Marck, Mayor

Attest:

Tracey Ferron, City Clerk

Published: