

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

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ is dated November 1, 2024 ~~[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 Sheboygan  
4 offers to purchase the Property known as 2629 North 7th Street (as more specifically described in the attached Addendum)

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 Sheboygan of Sheboygan, County  
8 of Sheboygan Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One Hundred Fifty Thousand  
10 Dollars (\$ 150,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: 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 November 29, 2024

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 the date set forth in the attached Addendum.

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

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

44 **EARNEST MONEY**  
45 **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer.

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

47 **EARNEST MONEY** of \$ 10,000 within five (5) business days \_\_\_\_\_ 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 the Title Company described in the attached Addendum.) ~~[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.

66 ■ ~~DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:~~ If negotiations do not result in an accepted offer and the  
67 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
68 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
69 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

- 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  
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.

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).~~

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 these 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: \_\_\_\_\_~~

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 \_\_\_\_\_ 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 \_\_\_\_\_ 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

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

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

370 ~~CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 OR 372.~~

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

372  ~~ADJUSTABLE RATE FINANCING~~: The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

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

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

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

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

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

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

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

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

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

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

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

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

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

408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
424 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 \_\_\_\_\_ (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)  ("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  See attached Addendum.

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

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



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

#### 488 **TITLE EVIDENCE**

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

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

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

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

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

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

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
 517 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
 518 such event, Seller shall have 10 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.

#### 539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
591 this Offer at lines 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: SEE ADDENDUM

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 ATTACHED ADDENDUM AND ALL EXHIBITS THERETO.

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: Mike Keane, Boerke

667 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

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: mkeane@boerke.com; cc: noelle.granitz@quarles.com

679 Email Address for Buyer: \_\_\_\_\_

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 is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Quarles & Brady LLP

**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 ▶ 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.** AURORA HEALTH CARE CENTRAL, INC.

704 (x) \_\_\_\_\_  
705 Seller's Signature ▲ Print Name Here ▶ 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 TO VACANT LAND OFFER

This Addendum to Vacant Land Offer to Purchase (the “Addendum”) is attached to and incorporated by reference into the WB-13 Vacant Land Offer to Purchase dated September 21, 2023 (the “Offer”) submitted by the City of Sheboygan (“Buyer”) whereby Buyer offered to purchase from Aurora Health Care Central, Inc. (“Seller”) the Property (as hereinafter defined). For purposes of this Addendum, the Offer to Purchase by Buyer and this Addendum together shall be known as “the Offer” or “this Offer”

Except as specifically modified by the terms of this Addendum, the terms of the Offer shall remain in full force and effect. Any capitalized term not specifically defined in this Addendum shall have the definition given to it in the Offer. If any provision in this Addendum conflicts with or contradicts any provision in the Offer, then the provision in this Addendum shall control the interpretation of the Offer together as a single instrument.

1. **The Property.** Buyer acknowledges and agrees that the Property is approximately illustrated on the attached Exhibit A-1 and is known as tax parcel no. 59281007701 less and except that real property legally described on the attached Exhibit A-2 which Seller conveyed to an adjacent real property owner pursuant to a lot line adjustment prior to the date hereof.

2. **Earnest Money.** All earnest money shall be held in a strict joint order escrow account at Knight Barry Title Group, Milwaukee, Wisconsin (the “Title Company”) pursuant to the Title Company’s standard form of earnest money escrow agreement, which the parties shall promptly execute after submission of the earnest money.

3. **Document Review.** Seller shall deliver to Buyer any material documents in Seller’s actual possession relating to the Property within ten (10) days after the Effective Date. All documents delivered to Buyer shall be kept confidential, shall not be disclosed to any third parties either directly or indirectly, and may only be circulated by Buyer to its attorneys and accountants on a need-to-know basis.

4. **Inspection Period.**

(a) Buyer shall have from the Effective Date to the expiration of the Inspection Period (as hereinafter defined) to review documents, conduct physical inspections of the Property subject to the terms of the Offer, and to obtain all financing, governmental, and other approvals and permits deemed necessary by Buyer to allow the Buyer to use the Property for Buyer’s intended use (“Buyer’s Due Diligence Activities”), all at Buyer’s sole cost. Seller agrees that, subject to the terms of this Addendum, Buyer and Buyer’s contractors, assigns, and permittees shall have reasonable access to the Property upon prior notice to Seller (and with a representative of Seller present if Seller should so desire) to go upon the Property for the purpose of completing its Buyer’s Due Diligence Activities. Buyer or Buyer’s contractors shall maintain liability insurance for all such activities on the Property. At the conclusion of Buyer’s Due Diligence Activities, Buyer shall immediately, and at its own expense, repair and restore any and all damage to the Property caused by Buyer or Buyer’s agents in connection the Buyer’s Due Diligence Activities, or at Seller’s election, reimburse Seller on demand for the cost thereof. Buyer shall indemnify and hold Seller harmless from and against any and all claims or liability arising from Buyer’s Due Diligence Activities. This indemnity shall survive the Closing or the termination of the Offer. Buyer shall also provide Seller with general commercial liability insurance certificates reasonably satisfactory to Seller prior to entering the Property.

(b) If Buyer, in its sole and absolute discretion, decides not to purchase the Property, for any reason or no reason, including without limitation Buyer’s dissatisfaction with the results of the Buyer’s Due Diligence Activities or Buyer’s failure to procure financing, then Buyer shall have the right to terminate the Offer by delivering notice to Seller on or before 11:59 p.m. Central Time on the date that is forty-five (45) days after the Effective Date (the “Inspection Period”). In the event that Buyer does not timely deliver notice to terminate prior to the expiration of the Inspection Period, this contingency shall be deemed satisfied and the Earnest Money shall become nonrefundable to Buyer (except in the event of a Seller default) and applied as a credit to the Purchase Price at Closing. If Buyer

terminates this Offer in accordance with the foregoing prior to the expiration of the Inspection Period, neither party shall have any further obligation under this Offer (except as otherwise provided herein).

(c) Notwithstanding anything to the contrary in the Offer, Buyer shall not have the right to conduct a Phase II assessment of the Property without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. In the event Seller provides consent for Buyer to conduct a Phase II assessment, Buyer shall not share the results of such Phase II assessment with Seller and shall keep the same in strict confidence.

5. **Common Council Approval.** Buyer's obligations in this Offer shall be contingent upon receipt of City of Sheboygan Common Council approval for the transaction contemplated by this Offer no later than the expiration of the Inspection Period. In the event this condition has not been satisfied by the expiration of the Inspection Period, Buyer may deliver written notice terminating this Offer to Seller. In the event that Buyer does not timely deliver notice to terminate prior to the expiration of the Inspection Period, this contingency shall be deemed satisfied and the Earnest Money shall become nonrefundable to Buyer (except in the event of a Seller default) and applied as a credit to the Purchase Price at Closing. If Buyer terminates this Offer in accordance with the foregoing prior to the expiration of the Inspection Period, neither party shall have any further obligation under this Offer (except as otherwise provided herein).

6. **Objection to Title.** No later than the expiration of the Inspection Period, Buyer may object in writing to any matter identified on the Title Commitment. Seller shall have five (5) business days after receiving such objection notice to agree or disagree to correct the condition of title or matter of survey at Closing to the reasonable satisfaction of Purchaser. In the event that Seller does not provide a written agreement to correct any item in the Title Commitment to which Buyer objected, then Seller shall be deemed to have elected not to correct such item(s). If the condition of title is not acceptable to Buyer and Seller does not agree to correct it or cause the Title Company to commit to correct it by Closing within such five (5) business day period as required herein, then Buyer may, at its election, either (a) terminate the Offer by written notice to Seller given within two (2) business days following the expiration of the foregoing five (5) business day, following which Buyer and Seller shall have no further obligation or responsibility hereunder and the Earnest Money shall be returned to Buyer, or (b) proceed to close the transaction and receive such title as Seller is able and willing to convey. If Buyer does not timely elect item (a) in the foregoing sentence, Buyer shall be deemed to have elected item (b).

7. **Buyer Accepts Property "As Is".** Buyer acknowledges the following for Buyer and Buyer's successors and assignees: (i) that Buyer has been and will be given a reasonable opportunity to inspect and investigate the Property, all improvements thereon, and all aspects relating thereto, either independently or through agents and experts of Buyer's choosing; and (ii) that Buyer is acquiring the Property based on Buyer's own investigation and inspection thereof. Seller and Buyer thus agree (i) that the Property shall be sold—and that Buyer shall accept possession of the Property on the agreed closing date "AS-IS, WHERE-IS", with no right of set-off or reduction in the purchase price, and (ii) that such sale shall be without representation or warranty of any kind, express or implied, as to the Property's condition, utility, operation, merchantability, fitness, or compliance with governing laws and regulations, excepting only the limited warranty of title expressly set forth in the Seller's deed of transfer. Accordingly, Buyer acknowledges that (except for the limited warranty of title expressly set forth in Seller's deed of transfer), Buyer is relying solely upon its inspection, examination, and consideration of the Property and not on any representation or warranty from any other person whatsoever, including (without limitation) Seller's brokers, Seller's contractors, Seller's engineers, Seller's property managers, Seller's employees, Seller's attorneys, similar individuals or entities, any other agent engaged by Seller related to or involving the Property, or any other representative of Seller who discussed the Property with or provided information to Buyer or Buyer's representatives. Buyer hereby waives every claim, liability, cost, cause of action, or damage arising out of or in any manner related to the condition, uses, utility, operation, merchantability, fitness, or compliance with governing laws and regulations of the Property.

8. **Conveyance of Title.** Upon payment of the Purchase Price, Seller shall convey the Property by special warranty deed free and clear of all liens and encumbrances except: municipal and zoning ordinances and agreements

entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing, any items on the Title Commitment to which Buyer does not object and those to which Buyer objects but which Seller elects not to cure, and the Deed Covenant (as hereinafter defined) (that constitutes merchantable title for purposes of this transaction).

9. **Deed Covenant.** The special warranty deed shall contain a covenant requiring that the Property be redeveloped in a manner consistent with the surrounding neighborhood, a neighborhood residential district zoned NR-6, and orientated to a small lot single family residential development (the “**Deed Covenant**”).

10. **Closing.** The Closing shall occur on the date that is ten (10) days after the expiration or early waiver by Buyer of the Inspection Period or on such earlier date as the parties may elect (the “**Closing**”).

11. **Taxes.** At Closing, real estate taxes shall be prorated based on the net general real estate taxes for the preceding year, with respect to the land value only and expressly excluding any improvements, or the current year, if available.

12. **Closing Costs.** At Closing, Buyer shall pay: (i) the costs for recording the deed, (ii) the cost of any lender title insurance policy, and any owner’s title policy endorsements (other than a gap endorsement), (iii) one-half (1/2) of all escrow or closing agent charges, including the closing fee charged by the Title Company, if any, and (iv) all costs of Buyer’s due diligence. At Closing, Seller shall pay: (A) the owner’s title insurance policy premium, including the gap endorsement but excluding any extended coverage endorsements, (B) a commission to Boerke pursuant to a separate agreement between Seller and Boerke; (C) one-half (1/2) of all escrow or closing agent charges charged by the Title Company including the closing fee charged by the Title Company, and (D) state and county transfer taxes in connection with the sale of the Property. Each party shall pay its own attorneys’ fees.

13. **Termination of Redevelopment Agreement.** At Closing, Buyer and Seller shall enter into a termination of that certain Redevelopment Agreement between Aurora Health Care, Inc. and the City of Sheboygan dated April 30, 2019 with respect to the Property (the “Redevelopment Agreement”), which termination shall include a full release of the obligations of Aurora (as that term is defined in the Redevelopment Agreement) related thereto. Seller shall

14. **Default.** If Seller defaults, Buyer may terminate the Offer, receive the return of the Earnest Money, and Seller shall pay to Buyer an amount equal to the out of pocket costs incurred by Buyer as a result of Seller’s breach; provided, however, in no event shall Seller’s liability for the foregoing exceed Ten Thousand Dollars (\$10,000.00). Buyer waives any and all claims for consequential damages arising out of Seller’s breach.

15. **Assignment.** Buyer shall not assign its interest in the Offer without Seller’s prior written consent, which shall not be unreasonably withheld.

16. **Brokers.** Each party represents and warrants to the other that it has dealt with no broker, finder or other person with respect to this Offer except for The Boerke Company (“Seller’s Broker”). Buyer and Seller each hereby agrees to indemnify and hold the other harmless from and against any and all claims for brokerage or finder’s fees or other similar commissions or compensation made by any and all brokers or finders claiming to have dealt with the indemnifying party in connection with this Offer or the consummation of the transaction contemplated hereby. At Closing, Seller shall pay all brokerage commissions payable to Seller’s Broker.

17. **Electronic Signatures.** Signatures made electronically using DocuSign or any other electronic signature software shall be considered original signatures.

18. **Sufficient Consideration; Enforceability of Contract.** Seller and Buyer hereby acknowledge and agree that they intend this Offer to be a binding and enforceable agreement, subject to the terms and conditions set

forth herein, and each party hereby waives any right to hereafter challenge the enforceability of this Offer on the basis that the contingencies set forth in this Offer are in the sole discretion of Buyer. If either party challenges the enforceability of this Offer in a manner that is inconsistent with the foregoing waiver, such party shall pay the other party's costs and expenses (including reasonable attorneys' fees) in enforcing the Offer. Buyer agrees to use good faith efforts to inspect the Property and determine whether the purchase contemplated herein may satisfy all the contingencies set forth herein. The parties hereto acknowledge that Buyer will expend material sums of money in reliance on Seller's obligations under the Offer in connection with negotiating and executing the Offer, conducting the inspections contemplated by this Offer and preparing for Closing, and that Buyer would not have entered into this Offer without the right to perform its due diligence. In consideration of the foregoing, the provision of a \$100 nonrefundable deposit (the "Independent Consideration") and Buyer's offer to provide copies of reports Buyer has had performed, the parties agree that adequate consideration exists so that Buyer's rights to terminate the Offer do not render the Offer illusory. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Offer and shall be retained by Seller notwithstanding: (a) the exercise of Buyer's rights to terminate the Offer, and/or (b) any other provision of this Offer. The Independent Consideration shall be applied to the Purchase Price if this transaction closes. The Independent Consideration shall be paid by Buyer to Seller from the Earnest Money if the Offer is terminated and Buyer is entitled to receive the Earnest Money after such termination.

19. **Dates.** If any date set forth in the Offer for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing) should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday. The Effective Date of this Offer or 'date of binding acceptance' shall be the date that the last party to execute the Offer signs the Offer such that the same becomes a fully executed agreement.

20. **Effective Date.** The Effective Date of this Offer shall be the date that the last party to execute the Offer signs the Offer such that the same becomes a fully executed agreement.



EXHIBIT A-1

ILLUSTRATION OF THE PROPERTY



EXHIBIT A-2

**EXCLUDED PROPERTY**

THE SOUTH 15' FEET OF LOT 30, BLOCK 1, ASSESSMENT SUBDIVISION NO. 14, LOCATED IN THE SE 1/4 OF THE NW 1/4, SECTION 14, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN; AND FURTHER DESCRIBED AS FOLLOWS:

WITH POINT OF BEGINNING COMMENCING AT THE NW CORNER OF LOT 29, BLOCK 1, ALL IN ASSESSMENT SUBDIVISION NO 14; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF NORTH 7TH STREET. THENCE THE FOLLOWING BEARINGS AND DISTANCES; N0°00'00"E 15.00' TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 7TH ST; N90°00'00"E 195.46' TO A POINT ON THE EAST PROPERTY LINE OF LOT 30 IN SAID SUBDIVISION; S0°08'36"E 15.00' TO THE NE CORNER OF LOT 29; N90°00'00"W 195.50' TO THE NW CORNER OF LOT 29 AND POINT OF BEGINNING.