

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

1 **LICENSEE DRAFTING THIS OFFER ON** 04/13/2018 **[DATE] IS (AGENT OF BUYER)**  
2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)** **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, KOM ESOP, LLC

4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] 3601 E Evergreen Lot #3 Parcel ID 311651003

6 in the City of Appleton, County of Outagamie, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** one hundred fifty thousand  
9 \_\_\_\_\_ Dollars (\$ 150,000 ).

10 ■ **EARNEST MONEY** of \$ 0 accompanies this Offer and earnest money of \$ 500  
11 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or  
12 **Transfer Title 517 N. Westhill Blvd, Appleton, WI 54914**

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: N/A

18 ■ **NOT INCLUDED IN PURCHASE PRICE:** N/A

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**  
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**  
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ **ZONING:** Seller represents that the Property is zoned: Commercial

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before 04/26/2018. Seller may keep the Property on the  
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Chad Cassiani  
41 Buyer's recipient for delivery (optional): Cheryl Quimby LLC and cc:Melissa Devantier  
42  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
43 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

44  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
46 delivery to the Party's delivery address at line 49 or 50.

47  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: \_\_\_\_\_

50 Delivery address for Buyer: \_\_\_\_\_

51  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): chad@cassiani.com

56 E-Mail address for Buyer (optional): cherylquimby@kw.com

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

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be  
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left  
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
 64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those  
 65 identified in the Seller's disclosure report dated 04/20/2018, which was received by Buyer prior to  
 66 Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE  
 67 and \_\_\_\_\_

69 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

70 **CLOSING** This transaction is to be closed no later than 06/26/2018  
 71 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
 73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association  
 74 assessments, fuel and \_\_\_\_\_

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

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.  
 77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 78  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
 79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE  
 80 APPLIES IF NO BOX IS CHECKED)
- 81  Current assessment times current mill rate (current means as of the date of closing)
- 82  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
 83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- 84

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

89  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
 90 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  
 91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
 92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
 93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

97 \_\_\_\_\_ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 15 days of acceptance of this Offer, a list of all  
 99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,  
 100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland  
 101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve  
 102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any  
 103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be  
 104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or  
 105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program  
 106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

111  **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).  
 112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that  
 113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as  
 114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the  
 115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources  
 116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.  
 117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to  
 118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause  
 119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the  
 120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a  
131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to  
132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection  
133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

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

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

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

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

#### 160 **DEFINITIONS**

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

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

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special  
166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland  
171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines  
172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)  
174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,  
178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,  
180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the  
181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-  
186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned  
187 according to applicable regulations.

188 **(Definitions Continued on page 5)**



**IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

**FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an 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 \$\_\_\_\_\_. 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 may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed \_\_\_\_\_% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

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

**ADJUSTABLE RATE FINANCING:** The initial annual 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 \_\_\_\_\_% per year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_%. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

**CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

**APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

**CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.**

**DEFINITIONS CONTINUED FROM PAGE 3**

- 245 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not  
246 closed/abandoned according to applicable regulations.
- 247 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface  
248 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic  
249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government  
250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing  
251 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 252 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other  
253 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)  
254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 255 q. Lack of legal vehicular access to the Property from public roads.
- 256 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,  
257 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of  
258 a part of Property by non-owners, other than recorded utility easements.
- 259 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to  
260 impose assessments against the real property located within the district.
- 261 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 262 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the  
263 Property, or proposed or pending special assessments.
- 264 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 265 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 266 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 267 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 268 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial  
269 injuries or disease in livestock on the Property or neighboring properties.
- 270 aa. Existing or abandoned manure storage facilities on the Property.
- 271 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of  
272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 273 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that  
274 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county  
275 (see lines 139-145).
- 276 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
277 charge or the payment of a use-value conversion charge has been deferred.

278 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
279 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
280 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
281 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
282 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
283 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
284 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
285 closing, expire at midnight of that day.

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

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

294 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**

295 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

296 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,  
297 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and  
298 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or  
299 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,  
300 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,  
301 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of  
302 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these  
303 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should  
304 review any plans for development or use changes to determine what issues should be addressed in these contingencies.  
305

306  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: Building a 12,000  
 307 square foot single or double story office building with at least 40 stalls for parking.  
 308

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
 310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 60 days of acceptance, delivers  
 311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
 312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
 313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314  **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  
 315 STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned Commercial  
 316 and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317  **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither  
 318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which  
 319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such  
 320 development.

321  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent  
 322 upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from  
 323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
 324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the  
 325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of  
 326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308   
 327 ALL THAT APPLY:  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding tank;  
 328  other: \_\_\_\_\_.

329  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE  
 330 ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions  
 331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
 332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if  
 334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the  
 335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's  
 336 proposed use: All items relating to Buyer's proposed use  
 337

338  **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither  
 339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at  
 340 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:  electricity on property/lot line ;  
 341  gas on property/lot line ;  sewer on property/lot line ;  water on property/lot line ;  
 342  telephone on property/lot line ;  cable on property/lot line ;  other \_\_\_\_\_.

343  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE  
 344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public  
 345 roads.

346  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if  
 347 neither is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;   
 348 occupancy permit;  other \_\_\_\_\_ CHECK ALL THAT APPLY , and delivering  
 349 written notice to Seller if the item cannot be obtained, all within 90 days of acceptance for the Property for its proposed  
 350 use described at lines 306-308.

351  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller  
 352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a  
 353 registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)  
 354 expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, the legal description of the  
 355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
 356 if any, and: \_\_\_\_\_.

357 STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to:  
 358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
 359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**  
 360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied  
 361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,  
 362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information  
 363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.  
 364 Upon delivery of Buyer's notice, this Offer shall be null and void.

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

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

370 **EARNEST MONEY**

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

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

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

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

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

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



405  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All  
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

414 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  
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the  
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and  
423 in this Offer, general taxes levied in the year of closing and none other  
424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all  
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**  
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the  
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_ days after acceptance ("15" if left blank),  
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per  
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements  
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
443 objections to title within \_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
444 such event, Seller shall have a reasonable time, but not exceeding \_\_\_\_ days ("5" if left blank) from Buyer's delivery of the  
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for  
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the  
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this  
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 This is a cash offer and proof of funds will be provided within 7 days of accepted offer.  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_



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

468 If **Buyer defaults**, Seller may:

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

472 If **Seller defaults**, Buyer may:

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

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

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

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

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

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

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

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

503  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
506 an inspection of \_\_\_\_\_

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If  
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and  
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure  
524 or (b) Seller does not timely deliver the written notice of election to cure.

525  **ADDENDA:** The attached A, Land Disclosure Report is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 In the event that the transaction fails to close based on any of identified contingencies, earnest money  
528 shall be returned to the buyer within 2 business days

535 This Offer was drafted by [Licensee and Firm] Cheryl Quimby LLC/Keller Williams Fox Cities  
536 on 04/13/2018

537 (x) Jason McGlone dotloop verified 04/25/18 9:46PM EDT 1M0I-BH2Y-L8MX-31RX  
538 Buyer's Signature ▲ Print Name Here ▶ Jason A. McGlone Date ▲

539 (x) Aaron Juckett dotloop verified 04/25/18 6:54PM EDT FOVE-041L-TV35-DE0A  
540 Buyer's Signature ▲ Print Name Here ▶ Aaron Juckett Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

546 (x) Chad Cassiani dotloop verified 04/25/18 1:04PM EDT 93Y8-VDO0-VJRL-K98I  
547 Seller's Signature ▲ Print Name Here ▶ Chad B Cassiani Date ▲

548 (x) \_\_\_\_\_  
549 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

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

REALTORS® ASSOCIATION OF NORTHEAST WISCONSIN, INC.  
W6124 Aerotech Drive, Appleton, WI 54914

RANW A, Page 1 of 7, 2015.2

**RANW ADDENDUM A TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated 04/13/2018 (Offer), made by the  
2 undersigned Buyer with respect to the Property at 3601 East Evergreen Drive Lot #3 parcel id:311651003  
3 Appleton, Wisconsin (Property).

4 PARAGRAPHS PRECEDED BY A BOX (  ) ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM IF THE BOX IS  
5 MARKED, SUCH AS WITH AN "X".

6  **CLOSING OF THE SALE OF BUYER'S PROPERTY CONTINGENCY**  
7 This Offer is contingent upon the closing of the sale of Buyer's property located at \_\_\_\_\_  
8 \_\_\_\_\_ no later than \_\_\_\_\_ .  
9 Buyer's property is, or shall be, within seven (7) days of acceptance of this Offer, listed for sale with \_\_\_\_\_  
10 \_\_\_\_\_ at a list price no greater than \_\_\_\_\_ .  
11 If the closing of the sale of Buyer's property does not occur on or before the closing date for this Offer or if an offer for Buyer's  
12 property becomes null and void or terminated for any reason, Buyer shall promptly notify Seller in writing, and either Party shall have  
13 the right to declare this Offer null and void by written notice thereof delivered to the other Party.  
14 **(NOTE: Choose box at line 15 or 28 if box at line 6 is marked).**

15  **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY AND NO BUMP**  
16 **(NOTE: Choose box at line 17 or 18 if box at line 15 is marked)**  
17  Seller acknowledges that Buyer has provided Seller a copy of the accepted offer to purchase on Buyer's property.  
18  Buyer shall deliver to Seller, within three (3) days of acceptance of this Offer a copy of the accepted offer to purchase on  
19 Buyer's property.  
20 **(NOTE: Choose one of the two options on line 21 or 23 if box at line 18 is marked)**  
21  with written proof that all contingencies are satisfied or removed, and which has a closing date prior to the closing  
22 in this Offer.  
23  which is subject to financing and \_\_\_\_\_ , and which  
24 has a closing date prior to the closing in this Offer.  
25 If Buyer does not make timely delivery of the accepted offer on Buyer's property that is consistent with the representation(s)  
26 above, Seller may terminate this Offer by delivering a written notice of termination to Buyer prior to **(Buyer's delivery) (Seller's**  
27 **Actual Receipt) [STRIKE ONE]** ("Buyer's delivery" if neither is stricken) of a copy of the accepted offer on Buyer's property.

28  **CONTINUED MARKETING - WITH BUMP CLAUSE**  
29 If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of such acceptance. This Offer shall be  
30 null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the Property unless Buyer,  
31 prior to such notice or within \_\_\_\_\_ hours of Buyer's Actual Receipt of such notice, delivers to Seller one of the following:  
32 (1) written notice from Buyer that Buyer is waiving the Closing of the Sale of Buyer's Property Contingency and all  
33 financing contingencies in this Offer, making this a cash offer AND written verification from a financial institution or a third  
34 party in control of Buyer's funds that Buyer has sufficient funds necessary to close this transaction which are not  
35 contingent on the sale of Buyer's property, or;  
36 (2) a copy of the offer to purchase on Buyer's property which has all contingencies, other than any financing  
37 contingencies, properly removed or satisfied AND written verification from a financial institution that buyer under said offer  
38 to purchase has been pre-approved for financing which then will modify this Closing of the Sale of Buyer's Property  
39 contingency making this Offer subject to the successful closing of the sale of Buyer's property described on lines 7-8  
40 above, on or before the closing date in the Offer.  
41 **NOTE: A financing pre-approval is NOT considered a loan commitment.**  
42 If Buyer accepts a bona fide offer for the purchase of Buyer's property prior to receiving written notice from Seller that Seller  
43 has accepted a bona fide secondary offer, Buyer shall promptly notify Seller of such acceptance. Such notification does NOT  
44 modify **lines 6-52 of this Addendum** (the Closing of the Sale of Buyer's Property Contingency).  
45 Unless Seller has given Buyer notice of a bona fide secondary offer, once Buyer has an accepted offer on Buyer's property that  
46 complies with requirement (2) above, the Buyer shall promptly deliver to Seller a copy of such offer and this Closing of the Sale  
47 of Buyer's Property Contingency shall be deemed modified and subject to the closing of the sale of Buyer's property.  
48 Other than the deadlines for Buyer Financing Pre-approval letter, if applicable, payment of Earnest Money and  
49 \_\_\_\_\_ , all deadlines in this Offer which  
50 run from acceptance shall run from the time Buyer has complied with requirement (1) above or from the time Buyer has an  
51 accepted offer for the purchase of Buyer's property that complies with requirement (2) above.  
52 **NOTE: Buyer may not unilaterally waive this contingency without compliance with requirements (1) or (2) above.**

53  **BUYER'S FINANCING PRE-APPROVAL**

54 Within seven (7) days of acceptance of this Offer, Buyer shall deliver to Seller a written verification from a financial institution or  
 55 mortgage broker that Buyer has been pre-approved for financing, which may be based on the following minimum criteria:  
 56 satisfactory credit history, accepted offer terms, and Buyer debt ratios. If Buyer does not make timely delivery of said pre-approval,  
 57 Seller may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's delivery of a copy of Buyer's  
 58 written financing pre-approval to Seller.

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

60 **SURVEY, LOT LINE AND BOUNDARY DISCLOSURES**

61 **CAUTION: If a parcel will be split from (an)other parcel(s) or combined with (an)other parcel(s) a Certified Survey Map or**  
 62 **Subdivision Plat normally will be required. Use a separate contingency for a Certified Survey Map or a Subdivision Plat and**  
 63 **allow adequate time for completing the Survey.**

64 **TITLE CAUTION:** Any survey used for the purpose of deleting the lot and boundary exception in the title policy must conform to the  
 65 standards set by the title company. It is the Buyer's responsibility to have the title company clarify the necessary survey standards  
 66 for deletion of the lot and boundary exceptions listed in the title commitment.

67  **MAPS AND SURVEYS** **CHECK ALL THAT ARE APPLICABLE**

68 **CAUTION: Consider cost and need for map features before selecting them.**

69  **PREVIOUS SURVEY MAP:** Buyer acknowledges receiving a copy of the **(Boundary) (Certified) ~~STRIKE ONE~~** Survey  
 70 Map prepared on \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of  
 71 Surveying Company) that includes this Property and **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**

72  **SUBDIVISION PLAT:** Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and **IS**  
 73 **PROVIDED FOR INFORMATION PURPOSES ONLY.**

74 **CAUTION: the accuracy of information contained in the above document(s) is not warranted. Lot size, location of**  
 75 **boundaries, placement of improvements (if any), existence of easements, elevations, soil type(s), or other factors**  
 76 **should be verified by an appropriate expert (i.e. surveyor, engineer) if material to recipient of the document(s).**

77  **BOUNDARY SURVEY MAP:** This Offer is contingent upon **(Buyer obtaining) (Seller providing) ~~STRIKE ONE~~** ("Buyer  
 78 obtaining" if neither is stricken) a map of the Property prepared by a registered land surveyor within \_\_\_\_\_ days of acceptance  
 79 of this Offer, at **(Buyer's) (Seller's) ~~STRIKE ONE~~** ("Buyer's" if neither is stricken) expense. The Boundary Survey Map must  
 80 have been prepared between the acceptance date and closing date. The map shall identify the legal description of the  
 81 Property, the Property's boundaries and dimensions, staking of all corners of the Property, dedicated and apparent rights of  
 82 way, lot dimensions, total acreage and square footage, any improvements that affect the Property boundary, visible  
 83 encroachments that affect the Property boundary, the location of buildings, if any, and also include:

- 84  easements
- 85  improvements on the Property (streets, driveways, patios, decks, poles, fences, walls, etc.)
- 86  such survey shall be in satisfactory form and accompanied by any required surveyor's report sufficient to enable  
 87 Buyer to obtain removal of the standard survey exception on the title policy

88  \_\_\_\_\_  
 89 This contingency shall be deemed satisfied unless Buyer, within five (5) days of Actual Receipt of the Survey, delivers to  
 90 Seller a written notice listing Buyer's specific objections to the terms and conditions of the survey. Upon Actual Receipt of said  
 91 Notice, Seller shall have ten (10) days to cure said objections and the time for closing shall be extended accordingly. If Seller  
 92 is unable to timely cure Buyer's objections, Buyer may terminate this Offer by delivering a written notice of termination to  
 93 Seller.

94  **WAIVER OF SURVEY CONTINGENCY**

95 Buyer acknowledges there may be benefits of surveying the Property. Buyer hereby voluntarily waives the inclusion of a property  
 96 survey contingency in this Offer.

97 **INSURABILITY OF PROPERTY**

98 **CAUTION: For Flood Plain Insurance cost and insurability see lines 135-147** Buyer is aware that the availability and cost of  
 99 property and/or homeowners insurance may be determined by numerous factors, including, but not limited to, buyer's credit history  
 100 (credit score), buyer's insurance claims history, condition of property, the type of electrical service on a property, and the history of  
 101 prior claims on a property.

102 **NOTE: The Parties acknowledge that real estate licensees are not experts with respect to insurance and are advised to**  
 103 **contact their insurance agent as to requirements for obtaining insurance.**

104  Within seven (7) days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice from a  
 105 qualified third party determining the Property is uninsurable. Buyer to pay any costs associated with this determination unless  
 106 otherwise agreed in writing.

107  **WAIVER OF CONTINGENCY TO INVESTIGATE THE INSURABILITY OF THE PROPERTY**

108 Buyer acknowledges there may be benefits of investigating the insurability of the Property as defined in the Offer. Buyer hereby  
 109 voluntarily waives the inclusion of any provision for investigating the insurability of the Property in this offer.



**110 ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS**

111 Zoning and building restrictions affect the use of the Property. Annexations and comprehensive plans may affect the future use or  
112 value of the Property by influencing future development (residential, commercial, transit systems, storm water management system,  
113 etc.) in the county and municipality. Buyer is advised that the municipality in which the Property is located likely has existing zoning  
114 and building restrictions and may have a Comprehensive Plan.

**115 NON-CONFORMING PROPERTY, VARIANCES AND CONDITIONAL USE PERMITS**

116 Buyer is aware that some properties are considered legal non-conforming properties which no longer conform to current zoning due  
117 to changing building regulations, restrictions, and lot size requirements, or due to variances. Buyer also is aware that some  
118 properties are subject to Conditional Use Permits (CUPs) that may contain special restrictions regarding use of the property.  
119 Restrictions on non-conforming uses or structures and CUP restrictions may affect Buyer's ability to build, rebuild, remodel, replace,  
120 enlarge or use an existing structure (consider special hazard insurance if Property is non-conforming). Buyer is encouraged to  
121 contact the applicable municipal authorities regarding existing zoning and building restrictions, variance or CUP restrictions, potential  
122 future annexations and possible comprehensive plans, if these issues are material to Buyer's decision to purchase.

123  Within seven (7) days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice which  
124 includes a written determination from an applicable municipal authority that the Property use or structure is non-conforming or the  
125 Property is subject to a variance or CUP, and that as a result the Property owner's ability to build, rebuild, remodel, replace, enlarge  
126 or use the Property is materially restricted. Any costs associated with this determination to be paid by Buyer, unless otherwise  
127 agreed in writing.

**128  WAIVER OF CONTINGENCY TO INVESTIGATE NON-CONFORMING PROPERTY, VARIANCE AND CONDITIONAL USE  
129 PERMIT RESTRICTIONS**

130 Buyer acknowledges there may be benefits of investigating whether the Property use, lot size, lot configuration, or structure(s) fails to  
131 conform to existing regulations and zoning ordinances, whether the Property is subject to a variance or CUP, and whether the  
132 Property owner's ability to build, rebuild, remodel, replace, enlarge or use an existing structure is restricted as a result thereof. Buyer  
133 hereby voluntarily waives the inclusion in this Offer of any provision to investigate zoning, variance and CUP restrictions on the  
134 Property.

**135 FLOODPLAIN / WETLANDS**

136 **CAUTION:** Buyer is aware the floodplain and wetland areas are difficult to identify, even when using available floodplain and wetland  
137 maps; that some wetlands that may affect Buyer's use of the Property are not necessarily included in wetland maps; and that  
138 floodplain maps may change frequently and should not necessarily be assumed to be accurate. Buyer is encouraged to consult with  
139 appropriate government officials to obtain specific elevations to confirm inclusion in or exclusion from a floodplain if such information  
140 is material to Buyer. Buyer may wish to contact the National Flood Insurance Program (NFIP) for information about flood insurance  
141 as it relates to this Property (<https://www.floodsmart.gov/floodsmart/>). Also see (<http://www.fema.gov>).

142 **Buyer should not assume that Buyer's premiums for flood insurance will be comparable to those charged to Seller.**

143  Within seven (7) days of acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller a written notice  
144 accompanied by a determination from a qualified third party (including a flood certification company working for Buyer's lender or a  
145 flood insurance premium quote from a licensed insurance agent) that has determined the Property improvements are located in a  
146 100 year floodplain or wetland area, or the cost of an annual flood insurance policy will be excessive. Any costs for floodplain or  
147 wetland evaluation and / or costs to obtain a quote for flood insurance are to be paid by Buyer, unless otherwise agreed to in writing.

**148  WAIVER OF CONTINGENCY TO INVESTIGATE FLOOD INSURANCE COSTS OR WHETHER THE PROPERTY IS IN A  
149 FLOODPLAIN OR A WETLAND**

150 Buyer acknowledges there may be benefits of investigating whether a property is in a floodplain or wetland and what the cost of flood  
151 insurance may be for a property. Buyer hereby voluntarily waives the inclusion of any provision in this Offer to investigate whether  
152 the Property is in a floodplain or wetland, or to determine what the cost may be to obtain flood insurance for the Property.

**153 LICENSEE DISCLOSURE OF PERSONAL INTEREST (NOT TO BE USED FOR RESPA DISCLOSURE PURPOSES)**

154  **DISCLOSURE OF LICENSURE:** The parties are aware that (Buyer) (Seller) **STRIKE ONE** is a real estate licensee with \_\_\_\_\_  
155 \_\_\_\_\_ and is acting as a principal in  
156 this transaction with the consent of all parties.

157  **LICENSEE RELATED TO BUYER/SELLER:** Licensee, \_\_\_\_\_ (Name), is a  
158 relative of (Buyer) (Seller) **STRIKE AS APPLICABLE** and is acting as a real estate agent in this transaction on behalf of an  
159 immediate family member with the consent of all parties.

160  **LICENSEE INTEREST IN BUYER/SELLER ENTITY.** Licensee, \_\_\_\_\_ (Name)  
161 has an interest in the (Buyer) (Seller) **STRIKE ONE** entity (state name of entity, e.g. name of LLC, partnership, corporation, etc.)  
162 \_\_\_\_\_, and is acting as a real  
163 estate agent on behalf of this entity with the consent of all parties.

**164 BUYER'S TITLE**

165 Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property. Wisconsin law prohibits real  
166 estate licensees from advising buyers how title should be taken.

167 **SHORELAND ZONING AND PIER REGULATIONS**

168 All counties in Wisconsin (except Milwaukee County) are required to enact shoreland zoning ordinances that meet or exceed the  
 169 minimum requirements established by the Wisconsin Department of Natural Resources (DNR). Such ordinances generally apply to  
 170 unincorporated land that is within 1,000 feet of the ordinary high water mark of a lake, pond, or flowage; or within 300 feet of the  
 171 ordinary high water of a river or stream or to the landward side of the floodplain, whichever distance is greater, and may restrict the  
 172 use and future uses and improvements to a property. Some property improvements and modifications may require a mitigation plan  
 173 approved by the county and recorded with the register of deeds. Buyer must comply with any existing mitigation plan.

174 State law and local ordinances regulate the size, placement, and design of piers (e.g. docks) and boat slips. A permit may be  
 175 required by the DNR to install a new pier, depending upon the size and location of the pier. Unless a pier interferes with the riparian  
 176 rights of other riparian owners or the owner of the pier was notified by the DNR before April 17, 2012, that the pier is detrimental to  
 177 the public interest, most piers installed prior to April 17, 2012, are grandfathered. Wis. Stat. § 30.12(1K)(b).

178 Buyer acknowledges that it is solely the Buyer's responsibility to determine whether any current or proposed future shoreland zoning  
 179 or pier regulations are consistent with Buyer's intended use of the property. Buyer is encouraged to consult with an attorney to assist  
 180 in making such determination. For more information Buyer should contact the county zoning office or visit <http://www.dnr.wi.gov>.

181  Within \_\_\_\_\_ days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice specifying  
 182 the uses and/or improvements that will not be permitted under the current or proposed future regulations and to which Buyer objects.  
 183 Any costs for investigation of shoreland zoning and pier regulations and ordinances are to be paid by Buyer, unless otherwise  
 184 agreed to in writing.

185  **WAIVER OF CONTINGENCY TO INVESTIGATE SHORELAND ZONING AND PIER REGULATIONS**

186 Buyer acknowledges there may be benefits of investigating how shoreland zoning and pier regulations may affect the Property.  
 187 Buyer hereby voluntarily waives the inclusion in this Offer of any provision to investigate how shoreland zoning and pier regulations  
 188 may affect the Property.

189  **BASEMENT FUEL OIL TANKS CURRENTLY NOT IN USE**

190 The Buyer and Seller acknowledge that, as of the acceptance date of this Offer, there is an aboveground or basement fuel oil tank  
 191 on the Property that is not currently being used and:

- 192  Buyer shall assume all responsibility, including the cost for the maintenance or removal of this tank after closing.
- 193  Seller, at Seller's expense, will have a qualified third party contractor remove the tank prior to closing and  
 194 provide written confirmation of the tank removal (e.g., paid invoice) no later than closing.

195 **CAUTION: Lines 189-195 do not apply to residential buildings with more than two dwelling units.**

196  **WAIVER OF HOME INSPECTION CONTINGENCY**

197 Buyer acknowledges there may be benefits of a home inspection as defined in the Offer, and hereby voluntarily waives the  
 198 inclusion of a home inspection of the Property in this Offer.

199 **MUNICIPAL REPORT/CODE COMPLIANCE**

200 Seller agrees to provide Buyer, and Buyer's lender's closing agent, if applicable, with a written statement verifying the status of real  
 201 estate taxes, current or planned special assessments, and other municipal charges affecting the Property, if such a statement is  
 202 available from the municipality in which the Property is located. This statement shall be provided prior to closing, at Seller's expense.  
 203 Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates of Compliance, Occupancy  
 204 Permits, and any other documents/approvals required at the time of sale by applicable municipal code(s) including, but not limited to,  
 205 documentation of compliance with Clear Water, Back Flow Protection, Cross-Connection Examinations, and Hard Surface Driveway  
 206 Ordinance requirements.

207 **NOTE: This paragraph will not apply to private wells, private well water or private onsite wastewater treatment systems**  
 208 **(POWTS), also known as a private sanitary system, that may be addressed in another part of the Offer.**

209  **REPAIRS REQUIRED BY LENDER**

210 If, as a condition of the mortgage loan commitment, the Buyer's lender requires repairs other than repairs to which Seller has  
 211 previously agreed:

- 212  (Buyer) (Seller) **STRIKE ONE** shall be responsible for such repairs not exceeding \$ \_\_\_\_\_ .
- 213  (Buyer) (Seller) **STRIKE ONE** shall be responsible for the first \$ \_\_\_\_\_ of repair expenses  
 214 and the (Buyer) (Seller) **STRIKE ONE** shall be responsible for the next \$ \_\_\_\_\_ of repair expenses.
- 215  The Buyer and Seller shall be equally responsible for the total cost of repairs, not to exceed \$ \_\_\_\_\_ in total.
- 216  \_\_\_\_\_

217 If total repair estimate exceeds the amount specified, the Party(ies) responsible for the repair expenses may terminate this Offer by  
 218 delivering written notice of the total repair estimate to the other Party, unless the other Party agrees to pay for the excess amount by  
 219 delivering a written notice to the Party responsible for repair expenses.

220 **TESTING**

221 Unless otherwise specified, testing (including testing for Hazardous Substances, see lines 223-230) is prohibited without a testing  
222 contingency.

223 **HAZARDOUS SUBSTANCES**

224 The parties are aware that the news media and other public information sources indicate that lead, arsenic, radium, solvents,  
225 pesticides, radon gas, asbestos, lead-based paint, mold and other toxic substances and chemicals within a structure, in soils, or in  
226 public and private drinking water (see: <http://www.dnr.wi.gov>), can cause serious health hazards.

227 Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant health  
228 hazard, unless otherwise indicated on Seller's Real Estate Condition Report or other written disclosures provided to Buyer. Buyer is  
229 encouraged to include in Buyer's Offer inspection and testing contingencies with respect to these substances and to consult with the  
230 appropriate experts if such condition(s) are material to Buyer.

231  **TESTING CONTINGENCY**

232 This offer is contingent upon **(Buyer obtaining) (Seller providing) STRIKE ONE** ("Buyer obtaining" if neither is stricken) a current  
233 written report from a qualified third party documenting the results of testing conducted pursuant to applicable government or industry  
234 protocols and standards, and which disclose(s) no unsafe levels of [indicate substances or compounds to be tested]: \_\_\_\_\_

235 \_\_\_\_\_  
236 within \_\_\_\_\_ days of acceptance, at **(Buyer's) (Seller's) STRIKE ONE** ("Buyer's" if neither is stricken) expense.

237 This Testing Contingency shall be deemed satisfied unless Buyer, within five (5) days of the deadline for obtaining said reports,  
238 delivers to Seller a copy of the written testing report(s) and a written notice listing the Defect(s) identified in such report(s) to which  
239 Buyer objects (Notice of Defects).

240 **RIGHT TO CURE: Seller (shall) (shall not) STRIKE ONE** have the right to cure (Seller "shall" if neither is stricken). If Seller has  
241 right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within ten (10) days of Buyer's delivery of  
242 the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3)  
243 delivering to Buyer a written report detailing the work done within three (3) days prior to closing. This Offer shall be null and void if  
244 Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or  
245 (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the  
246 written notice of election to cure. A Defect is defined as per the Offer and does not include structural, mechanical or other conditions  
247 the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

248  **RADON TESTING CONTINGENCY**

249 **CAUTION: Only check one of the boxes** at line 254 or line 269; do **NOT** select both.

250 This Offer is contingent upon Buyer, at Buyer's expense, obtaining a radon test performed and written report provided by a "qualified  
251 third party" consistent with applicable government or industry protocols and standards. If Buyer fails to deliver a copy of the radon  
252 test report to Seller within the timeline described below, or if the radon test report indicates the level of radon is less than 4  
253 picoCuries per liter (using the EPA Protocol Average if stated on the report), this contingency shall be deemed satisfied.

254  If Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a written copy of radon test report with results  
255 indicating a level of radon of 4.0 picoCuries per liter or more, the Parties hereby agree that Seller will permit a radon mitigation  
256 system to be installed prior to closing, and **(Buyer) (Seller) STRIKE ONE** ("Buyer" if neither is stricken) shall select: (1) a  
257 qualified mitigation contractor who will install an active radon mitigation system, consistent with EPA standards, prior to  
258 closing and provide the Parties, using the same standards as above, with a written test report showing radon level of less than  
259 4.0 picoCuries per liter; and (2) the location of radon mitigation vent piping: **[Choose one of the two (2) following boxes**  
260 **below]**

261  **(Buyer) (Seller) STRIKE ONE** ("Buyer" if neither is stricken) is responsible for the total cost of radon mitigation,  
262 expense not to exceed \$ \_\_\_\_\_ total.

263  **Buyer and Seller** to equally share responsibilities for the total cost of radon mitigation, not to exceed  
264 \$ \_\_\_\_\_ in total.

265 If total repair estimate exceeds the amount specified, the Party(ies) responsible for the repair expense may terminate this  
266 Offer by delivering written notice of the total repair estimate to the other Party, unless the other Party, within 3 days of receipt  
267 of written notice, agrees to pay for the excess amount by delivering a written notice to the Party responsible for repair  
268 expenses.

269  If Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the radon report with results indicating the level  
270 of radon is 4.0 picoCuries per liter or more, this Offer shall be null and void.

271 (If the box at line 254 and the box at line 269 are both marked the box at line 254 shall prevail).

272 **CAUTION: When the Seller is providing Buyer with a radon warranty from a qualified independent company (which is**  
273 **sometimes provided if Seller is a relocation company) that includes a radon test and a mitigation system (mitigation**  
274 **system provided if the test results are 4.0 picoCuries per liter or more), Buyer should use the radon testing**  
275 **contingency above ONLY if Buyer wants to have a radon testing contingency in addition to the radon warranty plan**  
276 **provided by Seller.**

277  **WAIVER OF RADON TESTING CONTINGENCY**

278 Buyer acknowledges there may be benefits to testing for the presence of radon gas. Buyer hereby voluntarily waives the inclusion of  
279 a testing contingency for radon gas on the Property.

280  **HOME WARRANTY PLAN:** A limited home warranty plan for a term of one year shall be included, effective the date of closing,  
281 provided the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ \_\_\_\_\_ and will  
282 be paid by **(Buyer) (Seller) STRIKE ONE** ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the **(listing)**  
283 **(cooperating) STRIKE ONE** ("listing" if neither is stricken) broker. Buyer is advised that a home inspection may detect pre-existing  
284 conditions which may not be covered under the warranty plan.

285  **WAIVER OF HOME WARRANTY**

286 Buyer acknowledges there may be benefits to having a limited home warranty plan for the Property. Buyer hereby voluntarily waives  
287 the inclusion of any requirement for a limited home warranty plan for the Property in this Offer.

288 **SELLER'S CONTRIBUTION**

289  Seller shall give Buyer a credit at closing in the amount of \$ \_\_\_\_\_ to assist Buyer in purchasing the Property.  
290 Buyer may use such funds for closing costs, pre-pays, escrows, and/or other fees allowed by Buyer's lender. Any funds not  
291 approved by Buyer's lender/underwriter prior to closing shall be credited back to the Seller at closing.

292 **CAUTION: No part of such funds may be used for payment of commission or fees to any broker.**

293  Buyer Agency Fee: Seller shall pay on behalf of Buyer at closing a Buyer Agency fee of \$ \_\_\_\_\_ or 3 %  
294 of sale price to Buyer's Broker. **Such payment is in addition to any compensation offered to Buyer Broker through the MLS or**  
295 **other applicable Broker-to-Broker agreements.**

296  **APPRAISAL CONTINGENCY WITH RIGHT TO CURE**

297 This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised by a Wisconsin licensed or certified  
298 independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for  
299 the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer,  
300 within 50 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not  
301 equal to or greater than the agreed upon purchase price. Seller may satisfy this Appraisal Contingency by delivering a written  
302 amendment to Buyer within five (5) days of delivery of the appraisal report, amending the agreed upon purchase price to match the  
303 appraised value. Buyer agrees to deliver an accepted copy of this amendment to Seller within five (5) days of delivery of the  
304 amendment of Seller. This Offer shall be null and void if Buyer makes timely delivery of the appraisal report and Seller either (a)  
305 delivers written notice that Seller will not change the price or, (b) Seller does not timely deliver the written amendment changing the  
306 purchase price. Buyer and Seller agree to make other amendments to this Offer necessitated by this change in purchase price.

307 **NOTE: An executed FHA/VA Amendment will supersede this clause.**

308  **WAIVER OF APPRAISAL CONTINGENCY**

309 Buyer acknowledges there may be benefits to obtaining an appraisal report for the Property as defined in the Offer. Buyer hereby  
310 voluntarily waives the right to have a separate appraisal contingency for the Property in this Offer.

311 **CLOSING AND ESCROW FEE(S)**

312 Buyer shall pay fees charged by the closing/escrow agent providing Buyer's mortgage closing services. In the event an escrow is  
313 required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement and pay the fees charged by  
314 the escrow agent.

315 **Cash Closing:** If this is a cash closing **(Buyer) (Seller) STRIKE ONE** ("Buyer" if neither is stricken) will pay the closing fee charged  
316 by the closing agent.

317 **PERSONAL PROPERTY**

318 Seller warrants and represents that any personal property that may be a part of this transaction (e.g. stove, refrigerator, washer,  
319 dryer) is owned by Seller free and clear of any liens or encumbrances and is in working order at time of closing. No warranties or  
320 representations regarding condition survive the closing of this transaction.

321 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS**

322 Real estate agent(s) may furnish a list of independent inspectors/testers to the Seller/Buyer as a convenience to the Party(ies) and  
323 are not responsible for the competency or performance of the inspectors/testers. The Party designated as responsible for obtaining  
324 any inspection or test shall be solely responsible for determining the qualifications of the inspector/tester. In the event any inspection  
325 or test is ordered on behalf or at the direction of a Party by a broker in the transaction, the Parties agree to hold the broker harmless  
326 for any damages or liability resulting from the inspection or test, other than that caused by the broker's negligence or intentional  
327 wrongdoing. Buyer may receive copies of certain inspection(s), test(s), appraisal(s) or other reports prepared for other parties and  
328 Buyer should carefully review such reports to determine the age and purpose of the report(s) and the standards of practice followed  
329 by the individual or entity preparing the report(s).

330 It is recommended the Buyer have the Property inspected by a Wisconsin registered home inspector or other qualified independent  
331 inspector/tester (for inspections/tests other than a "home inspection").



332 **SHARED DRIVEWAY**

333 If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense, providing Buyer with a  
334 copy of a written shared driveway agreement not less than five (5) days before closing. The agreement shall provide that the Parties  
335 to the agreement share equally in the rights and obligations relating to the shared driveway, including use and maintenance. This  
336 contingency shall be deemed satisfied unless Buyer, within five (5) days of Actual Receipt of the agreement, delivers to Seller a  
337 written notice listing Buyer's specific objections to the terms and conditions of the agreement. Upon Actual Receipt of said notice  
338 Seller shall have ten (10) days to cure said objections and the time for closing shall be extended accordingly. If Seller is unable to  
339 timely cure Buyer's objections, Buyer may terminate this Offer by delivering written notice of termination to Seller. If the agreement is  
340 not of record, it shall be provided in recordable form, with recording fees to be Seller's expense.

341 **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS**

342 Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds acceptable.  
343 The Parties acknowledge that real estate licensees are not experts with respect to construction techniques or building materials and  
344 the Parties are advised to consult and rely on the opinions of appropriate experts. Buyer should be satisfied that Buyer knows how  
345 various factors will affect the Property, including, but not limited to, proximity to public transportation, airport overlay restrictions,  
346 airport noise, traffic noise, special health concerns of family members, vehicle or boat traffic, lake flies, pests, waterborne pests, ice  
347 shoves, water blooms/algae blooms, invasive aquatic vegetation, manufacturing noise, area odors, existing or abandoned landfills  
348 and/or quarries, parks, public trails, possible future assessments for public improvements and other conditions. Buyer acknowledges  
349 that Buyer has made such independent inquiries as Buyer deemed necessary concerning material factors. Buyer acknowledges that  
350 Buyer has not relied upon any statements or representations by Seller or any real estate agent regarding conditions or occurrences  
351 affecting the Property or transaction unless such statements or representations are contained in this Offer, are incorporated by  
352 reference into this Offer or have otherwise been provided to the Buyer in writing.

353 **INCLUSION OF OPTIONAL PROVISIONS**

354 For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been marked n/a or struck  
355 in their entirety, if any blank within any part of the optional provision has been filled in, then it shall be as if the appropriate box also  
356 was marked, thereby including said optional provision with the Offer.

357 **ACKNOWLEDGEMENT OF TERMS**

358 The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials shall  
359 not constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

360 **CONFLICTING PROVISIONS**




361 Should any provision of this Addendum conflict with any provision of the Offer or any other Addenda to this Offer, the provisions of  
362 this Addendum shall prevail, except if an FHA/VA Amendatory clause is executed by the parties. The prevailing Central Time  
363 (Central Standard Time or Central Daylight Time) shall be used when determining whether a date and time in the Offer to Purchase  
364 are met. **NOTE: An executed FHA/VA Amendment will supersede this clause.**

365 **ADDITIONAL PROVISIONS/CONTINGENCIES**

366 \_\_\_\_\_  
367 \_\_\_\_\_  
368 \_\_\_\_\_  
369 \_\_\_\_\_  
370 \_\_\_\_\_  
371 \_\_\_\_\_  
372 \_\_\_\_\_  
373 \_\_\_\_\_  
374 \_\_\_\_\_  
375 \_\_\_\_\_  
376 \_\_\_\_\_

377 **READING / UNDERSTANDING:**

378 By initialing below all Parties acknowledge receipt of this Addendum and that they have read it carefully.  
379 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE APPROPRIATE**  
380 **IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS OR ADEQUACY OF**  
381 **ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR**  
382 **OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY, APPROPRIATENESS OR ADEQUACY OF THE**  
383 **PROVISIONS OF THIS ADDENDUM.**

384 (X)  04/25/18 \_\_\_\_\_ (X)  04/26/18 \_\_\_\_\_  
385 (Buyer(s)' Initials) ▲ Date ▲ (Seller(s)' Initials) ▲ Date ▲  
386 (X)  04/25/18 \_\_\_\_\_ (X) \_\_\_\_\_  
387 (Buyer(s)' Initials) ▲ Date ▲ (Seller(s)' Initials) ▲ Date ▲