



## Meeting Agenda - Final-revised Community & Economic Development Committee

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Wednesday, April 13, 2016

5:00 PM

Council Chambers, 6th Floor

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1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting

[16-544](#) CEDC Minutes from 3-9-16

**Attachments:** [CEDC Minutes 3-9-16.pdf](#)

### 4. Public Hearings/Apearances

[16-545](#) Presentation by Anne Dobkoski, Garden Coordinator for Goodwill Grows, of their 2015 growing season for the Southpoint Commerce Park Market Garden (Associated with Action Item #16-548)

### 5. Action Items

[16-548](#) Request to approve the City of Appleton entering into a three year extension of the Memorandum of Understanding for Southpoint Commerce Park Market Garden with Goodwill Industries of North Central Wisconsin

**Attachments:** [Memo to CEDC on CGP Market Garden Extension 4-13-16.pdf](#)  
[Market Garden MOU-2016-18.pdf](#)

[16-549](#) The Community and Economic Development Committee may go into closed session according to State Statute 19.85(1)(e) for the purpose of deliberating or discussing the purchasing of property on the northwest side of the City of Appleton and reconvene into open session

[16-550](#) Request to approve the offer to purchase of 110 W. Edgewood Drive in the Town of Grand Chute and authorize the budget adjustment from the Industrial Park Land Fund for the associated acquisition and due diligence costs totaling \$309,600.00

**Attachments:** [Memo to CEDC & Finance on Purchase of 110 W Edgewood Dr.pdf](#)  
[Aerial Photo Edgewood Drive.pdf](#)  
[Edgewood Drive Map.pdf](#)  
[Edgewood Accepted Offer.pdf](#)

**6. Information Items**

[16-573](#)

Appleton Neighborhood Academy

**Attachments:** [NeighborhoodAcademy2016\\_Flyer.pdf](#)

**7. Adjournment**

*Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.*

*Any questions about items on this meeting are to be directed to Karen Harkness, Director, Community and Economic Development Department at 920-832-6468.*

*Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.*



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Minutes - Final Community & Economic Development Committee

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Wednesday, March 9, 2016

5:00 PM

Council Chambers, 6th Floor

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1. Call meeting to order

**Meeting called to order at 5:00 p.m.**

2. Roll call of membership

**Present:** 4 - Alderperson Coenen, Alderperson Jirschele, Alderperson Siebers and Alderperson Williams

**Excused:** 1 - Alderperson Baranowski

*Others present:*

*Bill Mys, 1203 Montclair Court*

*Heath Anderson, GIS Specialist*

*Pam Seidl, Fox Cities Convention & Visitors Bureau*

3. Approval of minutes from previous meeting

[16-327](#)

CEDC Minutes from 2-10-16

**Attachments:** [CEDC Minutes 2-10-16.pdf](#)

**Alderperson Siebers moved, seconded by Alderperson Coenen, that the Minutes be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 4 - Alderperson Coenen, Alderperson Jirschele, Alderperson Siebers and Alderperson Williams

**Excused:** 1 - Alderperson Baranowski

4. Public Hearings/Appealances

[16-328](#)

Presentation by Heath Anderson, GIS Specialist, of the GIS Fire Operations Viewer which aided in the creation of fire pre-plan drawings of structures in the City of Appleton

**This Appearance was presented.**

[16-329](#)

Presentation of 2015 Fox Cities Convention & Visitors Bureau Annual Report by Pam Seidl, Executive Director  
<http://www.foxcities.org/annualreport>

**Attachments:**     [FCCVB 2015 Annual Report.pdf](#)

**This Appearance was presented.**

## 5.     Action Items

[16-330](#)

**\*\*CRITICAL TIMING\*\*** Request to approve the allocation of 2016 Community Development Block Grant funding as described in the attached memorandum

**Attachments:**     [Alloc Recs Memo to CEDC Final Award 3-03-16.pdf](#)  
                              [Alloc Recs Memo to CEDC 11-11-15.pdf](#)  
                              [Revised Alloc Recs Spreadsheet 3-3-2016.pdf](#)  
                              [2016 CDBG Executive Summary of Recommendations Revised Award 3-03-16.pdf](#)

**Alderson Siebers moved, seconded by Alderson Coenen, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:**

**Aye:**    4 -   Alderson Coenen, Alderson Jirschele, Alderson Siebers and Alderson Williams

**Excused:**   1 -   Alderson Baranowski

## 6.     Information Items

[16-350](#)

Envision Appleton Workshops

**Attachments:**     [CommunityWorkshops\\_Poster\\_March2016.pdf](#)

**This Presentation was presented.**

## 7.     Adjournment

**Alderson Coenen moved, seconded by Alderson Siebers, that the meeting be adjourned at 5:50 p.m. Roll Call. Motion carried by the following vote:**

**Aye:**    4 -   Alderson Coenen, Alderson Jirschele, Alderson Siebers and Alderson Williams

**Excused:**   1 -   Alderson Baranowski



“...meeting community needs...enhancing quality of life.”

## MEMORANDUM

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TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

CC: Karen Harkness, Community & Economic Development Director  
Monica Stage, Deputy Director, Community & Economic Development

DATE: April 13, 2016

RE: Market Garden Final Report and Extension of Memorandum of Understanding

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Since 2011, the CEDC has approved an annually renewable agreement with the Community Garden Partnership, a program of Goodwill Industries of North Central Wisconsin, to establish a Market Garden program in Southpoint Commerce Park.

The 2015 growing season was successful for the Market Garden. Anne Dobkoski, Garden Coordinator for Goodwill Grows, will make a presentation at the April 13, 2016 Community and Economic Development Committee meeting.

City staff have met with the Community Garden Partnership to discuss a three year extension of the same terms of this Memorandum of Understanding. A complete copy of the current Memorandum of Understanding is attached for reference. Staff would encourage the CEDC's and Common Council's approval of this extension.

Please contact me at 920-832-6468 or [matthew.rehbein@appleton.org](mailto:matthew.rehbein@appleton.org) with any questions and thank you for your consideration.

### **Staff Recommendation:**

***The City of Appleton shall enter into a three year extension of the Memorandum of Understanding for Southpoint Commerce Park Market Garden with Goodwill Industries of North Central Wisconsin.***

# **MEMORANDUM OF UNDERSTANDING**

## **SOUTHPOINT COMMERCE PARK MARKET GARDEN 2016-2018 SEASONS**

### **I. THE PARTIES**

- 1.01 The City of Appleton, a Wisconsin municipal corporation, doing business at 100 N. Appleton Street, Appleton, Wisconsin ("City").
- 1.02 Goodwill Industries of North Central Wisconsin, Incorporated, a Wisconsin nonprofit corporation, doing business at 1800 Appleton Road, Menasha, WI 54952 ("Goodwill").

### **II. THE RECITALS**

#### ***WHEREAS,***

- 2.01 The City operates and maintains the Southpoint Commerce Park within the city limits.
- 2.02 Goodwill oversees numerous projects intended to benefit the community and its members. Goodwill, in partnership with other organizations that include, but are not limited to, the City of Appleton Neighborhood Revitalization Program, Community Garden Partnership, UW-Extension and Fox Valley Technical College, has proposed to oversee the development of a market garden within Southpoint Commerce Park along with programming related to the market garden.
- 2.03 Goodwill intends to use the proposed market garden for on-going educational opportunities throughout the growing season. The City believes the educational use proposed for this garden is an appropriate use of vacant industrial land. The market garden is not intended to have parcels rented to private individuals for private use.
- 2.04 The market garden program is intended to help evaluate the feasibility of future similar gardens at other locations within the City.

### **III. THE AGREEMENT**

#### ***NOW, THEREFORE, it is agreed between the parties as follows:***

- 3.01 Goodwill shall be the primary agency administering this program and shall be responsible for the terms of this agreement.
- 3.02 The market garden shall be located within the boundaries of Lot 25 Southpoint Commerce Park, Plat No. 2 as identified on the map attached hereto as Exhibit 1. Within this area, Goodwill shall place approximately three acres under planting.

- 3.03 Goodwill shall be responsible for planting the acreage in a safe manner with appropriate materials.
- 3.04 During the term of the program and this agreement, Goodwill shall be responsible for all costs related to the program as well as maintenance of the market garden and surrounding area. The market garden and surrounding area shall be maintained to standards consistent with the maintenance standards adopted for the entire park. Goodwill further agrees that any supplies, equipment or the like stored on-site shall be properly screened. The City shall only be responsible for cutting the grass around the perimeter of the planting areas twice during the growing season.
- 3.05 Goodwill shall provide the City of Appleton's Director of Community and Economic Development with copies of meeting minutes, teaching curriculum, promotional materials, advertising and the like used in conjunction with the program. Goodwill shall provide the City's Community and Economic Development Committee with an annual report summarizing and evaluating the program. This annual evaluation shall be provided no later than the last meeting of the Community and Economic Development Committee in each respective year.
- 3.06 This Agreement shall expire on December 31, 2018; however, any outstanding obligations pursuant to this agreement shall survive that date.
- 3.07 In the event that the market garden program is terminated prior to the expiration of this agreement or the program is not continued via a subsequent agreement, Goodwill shall be responsible for dismantling the garden and restoring the area by removing of all garden tools, materials and reseeding the site with grass seed. Site restoration shall be completed as soon as practicable and no later than the first day of May in the year following the program's conclusion.
- 3.08 The City shall not be responsible for any damage caused to the market garden by vandalism, events beyond the City's control, acts of God or the like. If the market garden is damaged under any of these circumstances, Goodwill shall make the appropriate repairs as soon as practicable.
- 3.09 Goodwill shall provide the required insurance as set forth in Exhibit B, "Small Exposure Jobs", prior to commencing any work. The proof of insurance shall name the City, its officers, and employees as additional insured and shall be updated periodically as required.
- 3.10 The City of Appleton reserves the right to terminate this agreement at any time for any reason including, but not limited to, sale of all or a portion of the property containing the market garden. If termination of this agreement becomes necessary, the City agrees to provide Goodwill with advance notice; however, the period of time between the notice and actual termination may vary depending on the circumstances that precipitate the termination.

#### IV. SEVERABILITY CLAUSE

- 4.01 In the event that any part of this agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist. This Agreement shall not be construed to modify, replace or in any way amend any terms of the agreement between Goodwill and the City.

#### V. INDEMNIFICATION

- 5.01 For good and valuable consideration described and bargained for within this agreement, Goodwill agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees) arising out of this agreement, caused in whole or in part by Goodwill, its officers, officials, employees, agents, invitees or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of the City.

#### VI. AMENDMENTS

- 6.01 This agreement may only be amended in writing and any amendment shall only be effective after it is signed by both parties to the original agreement.

***IN WITNESS WHEREOF***, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this \_\_\_\_\_ day of March, 2016.

#### ***GOODWILL INDUSTRIES OF NORTH CENTRAL WISCONSIN***

Witness: \_\_\_\_\_

Printed name: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed name: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURES CONTINUED ON NEXT PAGE



***CITY OF APPLETON***

Witness: \_\_\_\_\_

Printed name: \_\_\_\_\_

By:

\_\_\_\_\_  
Timothy M. Hanna, Mayor

Witness: \_\_\_\_\_

Printed name: \_\_\_\_\_

By:

\_\_\_\_\_  
Kami Scofield, City Clerk

Provision has been made to pay the  
liability that will accrue under this contract.

Approved as to form:

\_\_\_\_\_  
Anthony D. Saucerman, Finance Director

\_\_\_\_\_  
James P. Walsh, City Attorney

J:\Attorney\WORD\CRB\Economic and Community Development\Market Garden MOU-2016-18.docx

## **"EXHIBIT B"**

### **INSURANCE REQUIREMENTS FOR CITY OF APPLETON "SMALL EXPOSURE JOBS"**

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

#### **1. GENERAL LIABILITY COVERAGE**

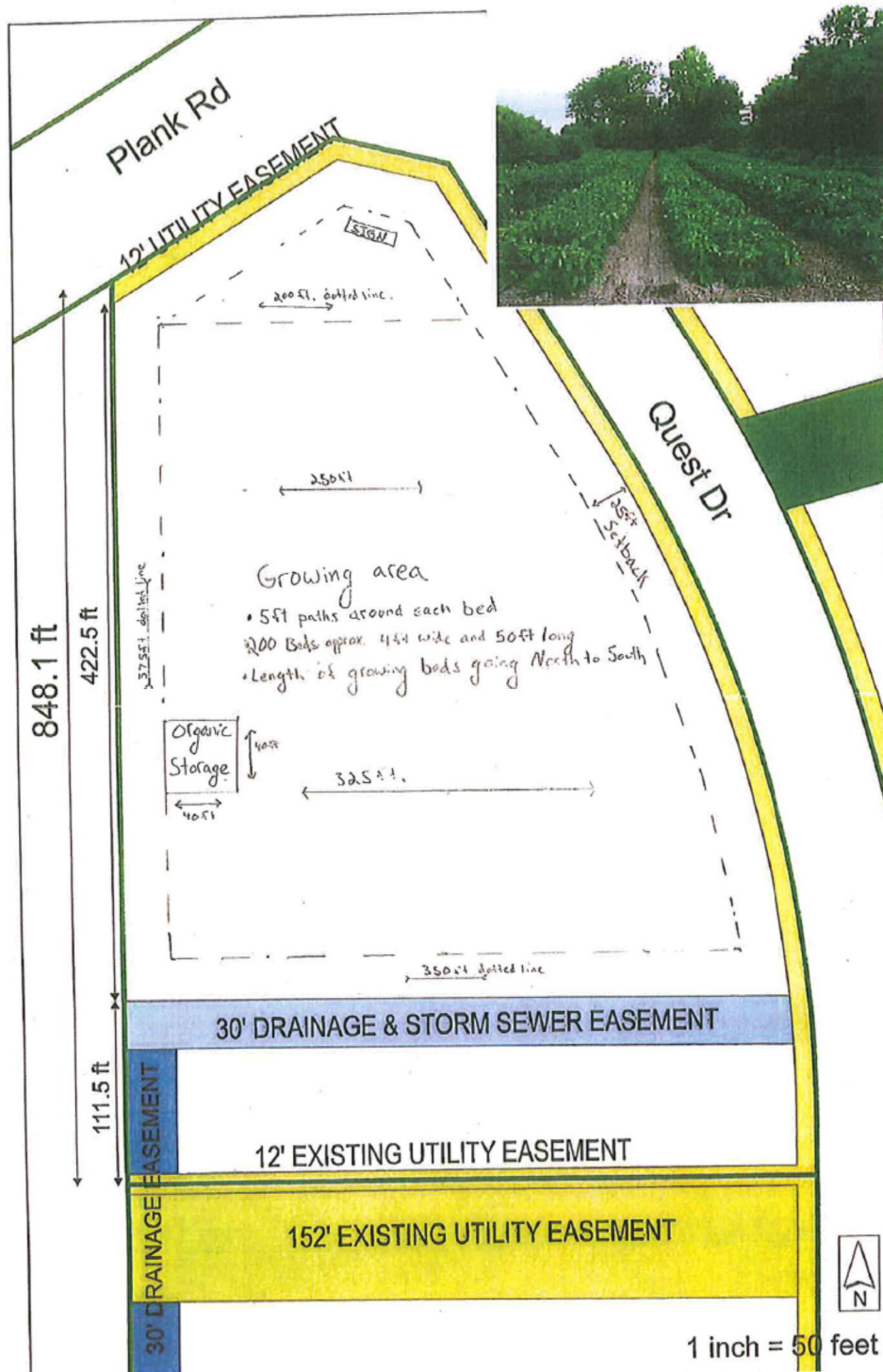
- A. Commercial General Liability
  - (a) \$1,000,000 general aggregate
  - (b) \$1,000,000 products - completed operations aggregate
  - (c) \$500,000 personal injury and advertising injury
  - (d) \$500,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
  - (a) Premises and Operations Liability
  - (b) Blanket Contractual Liability
  - (c) Personal Injury
  - (d) Explosion, collapse and underground coverage
  - (e) Products/Completed Operations
  - (f) The general aggregate must apply separately to this project/location

#### **2. BUSINESS AUTOMOBILE COVERAGE**

- A. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,00 for Property Damage
- OR
- \$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** - If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.
- A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:  
\$100,000 Each Accident  
\$500,000 Disease Policy Limit  
\$100,000 Disease - Each Employee
4. **BUILDER'S RISK/INSTALLATION FLOATER** - Will you have any property exposure? And would you wish to insure?
- A. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or are to be installed or erected by the contractor.
- If coverage is desired for this exposure, the contractor may, at his own cost, procure insurance to cover same.
5. **ADDITIONAL PROVISIONS**
- \* **Additional Insured - On the General Liability Coverage, Comprehensive Automobile Coverage and Umbrella Coverage. City of Appleton, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.**
- \* **Endorsement -**  
**The Additional Insured Policy endorsement must accompany the Certificate of Insurance.**
- \* **Certificates of Insurance -**  
**A copy of the Certificate of Insurance must be on file with the City Clerk.**
- \* **Notice -**  
**NOTE: City of Appleton requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.**
- \***The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.**

## **EXHIBIT A**





*"...meeting community needs...enhancing quality of life."*

# MEMORANDUM

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TO: CEDC and Finance

FROM: Karen Harkness, Director of Community & Economic Development

DATE: April 8, 2016

RE: Offer to Purchase - 110 W. Edgewood Drive

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110 W. Edgewood Drive is currently in the Town of Grand Chute and connects to the City of Appleton via Edgewood Drive. It is located south of Broadway Drive, east of Richmond Street, and west of Meade Street. Please see the attached map for location of this property. The site currently has a single-family residential home, 45' x 30' outbuilding and sits on 7.29 acres.

This site is shown on the City's Future Land Use Map as Business/Industrial. The NE Lift Station is scheduled to be built just north of this site. Spartan Drive is officially mapped to the north of this property and Sommers Drive is officially mapped to the west.

Annexation of the site is consistent with the boundary agreement with the Town of Grand Chute and purchase of this property provides the City with control of its future land use in this growth corridor.

Prior to making this offer to purchase, the Community and Economic Development staff analyzed comparable sales data and reviewed growth trends, the Comprehensive Plan 2010-2030, utility and infrastructure access, and the needs of the community.

The Comprehensive Plan states:

Objective 9.4.1 "Ensure a continued adequate supply of industrial and commercial land to sustain new business development."

Objective 9.4.2 "Proactively acquire property targeted for redevelopment and develop a land bank to assist in property assembly."

After this detailed analysis, an offer to purchase for \$299,900 was submitted April 1, 2016 with the following contingencies:

- Approval of this offer to purchase via the City's approval process on or before May 1, 2016.
- Inspection of home and outbuilding to buyer's satisfaction, including radon/well/septic testing.
- Land feasibility study, including but not limited to, wetland delineation, phase 1, etc.

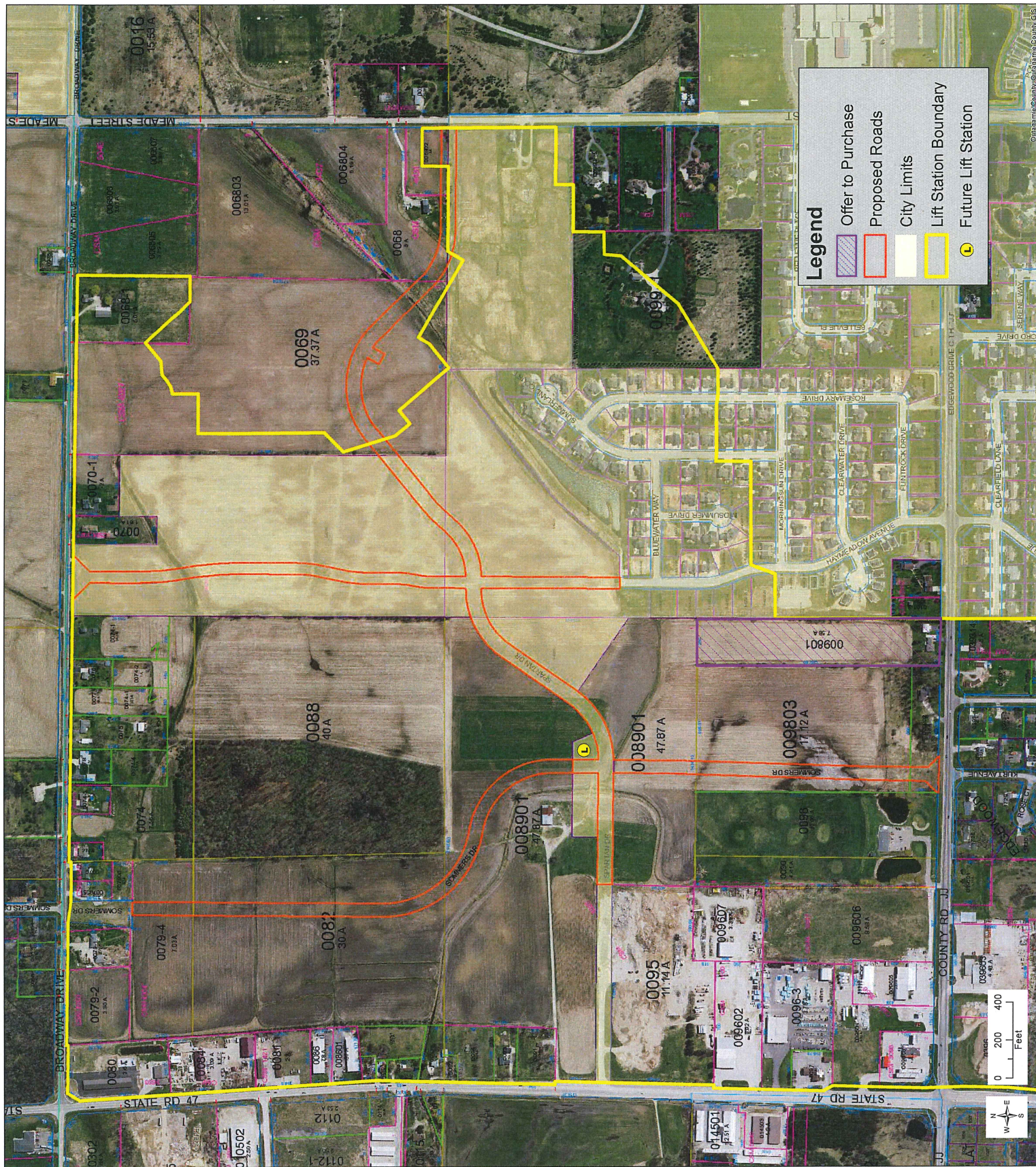
- Buyer being able to review and being satisfied with any land leases, encumbrances, easements or agreements/MOU, within 20 business days of this Offer to Purchase.

The Industrial Park Land fund is the clearinghouse for the City's industrial and business park land sale revenue, acquisition of associated land, debt service from prior acquisition and land development costs associated with industrial/business park infrastructure. The fund balance in the Industrial Park Land Fund as of March 31, 2016 is \$1,750,097 and monies from this fund would be used to purchase this property as well as \$9,700 for due diligence as outlined in the contingencies.

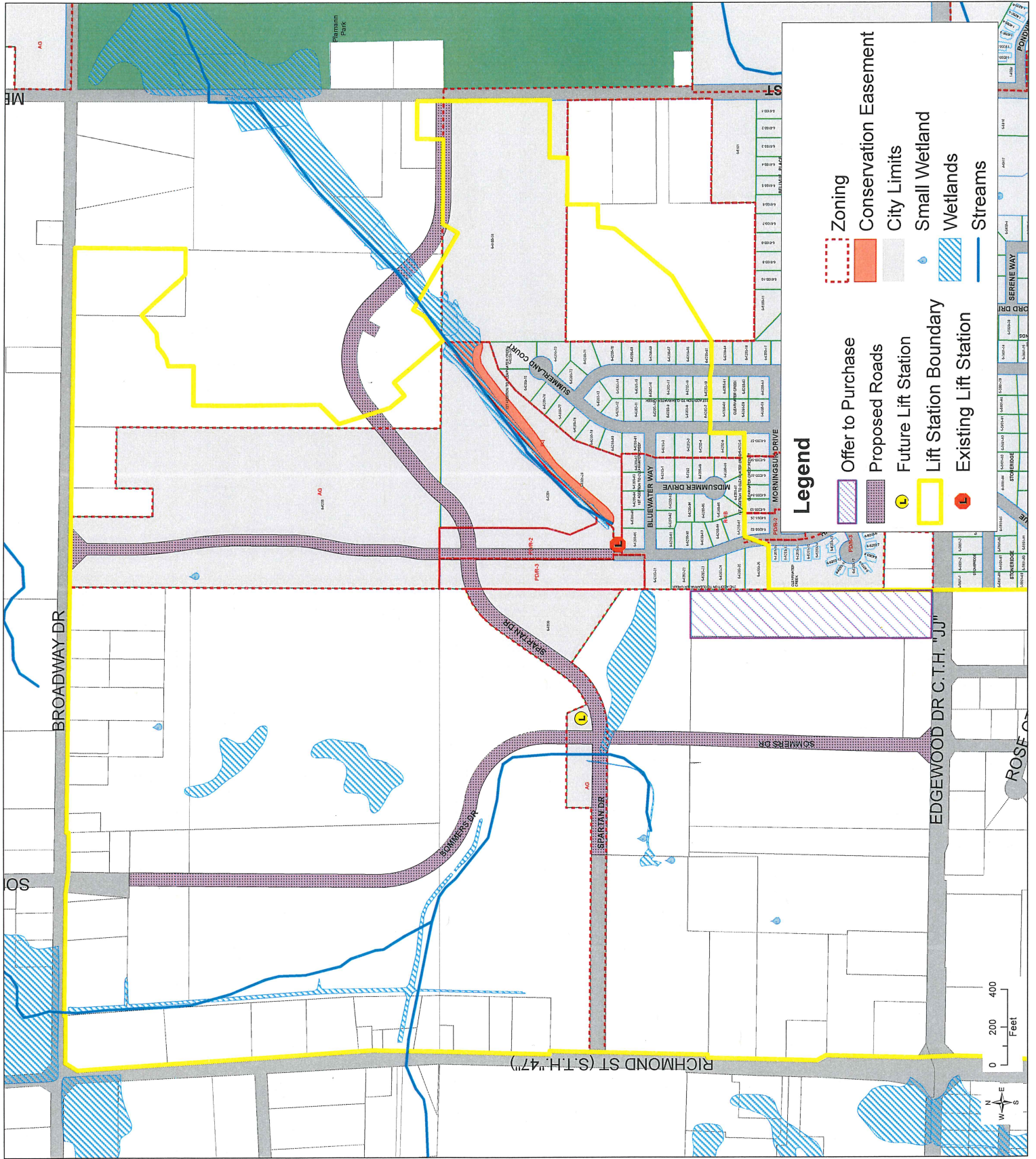
**Staff Recommendation:**

The City approves the offer to purchase of 110 W. Edgewood Drive and authorizes the budget adjustment from the Industrial Park Land Fund for the associated acquisition and due diligence costs totaling \$309,600.00.











**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON April 1, 2016 [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, City of Appleton, 100 N. Appleton Street, Appleton WI 54911  
4 offers to purchase the Property known as [Street Address] 110 West Edgewood Drive  
5 in the Town  
6 of Grand Chute County of Outagamie Wisconsin (Insert additional  
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:  
8 ■ **PURCHASE PRICE:** Two hundred ninety-nine thousand nine hundred dollars and zero cents  
9 Dollars (\$299,900.00).  
10 ■ **EARNEST MONEY** of \$ 0.00 accompanies this Offer and earnest money of \$ 1,500.00  
11 will be mailed, or commercially or personally delivered within 7 business days of acceptance to listing broker or  
12  
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.  
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on  
15 the date of this Offer not excluded at lines 17-18, and the following additional items:  
16  
17 ■ **NOT INCLUDED IN PURCHASE PRICE:**  
18  
19 **CAUTION:** Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented  
20 and will continue to be owned by the lessor.  
21 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are  
22 included/excluded.  
23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
24 copies of the Offer.  
25 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines  
26 running from acceptance provide adequate time for both binding acceptance and performance.  
27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
28 or before Monday, April 4, 2016, at 8:30 a.m. central standard time. Seller may keep the Property on the  
29 market and accept secondary offers after binding acceptance of this Offer.  
30 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.  
31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX ( ☐ ) ARE PART OF THIS  
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
33 OR ARE LEFT BLANK.  
34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.  
36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
37 named at line 38 or 39.  
38 Seller's recipient for delivery (optional):  
39 Buyer's recipient for delivery (optional): Karen Harkness, Director of Community and Economic Development @ 920-209-9520  
40 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
41 Seller: ( ) Buyer: ( )  
42 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for  
44 delivery to the Party's delivery address at line 47 or 48.  
45 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.  
47 Delivery address for Seller:  
48 Delivery address for Buyer:  
49 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.  
53 E-Mail address for Seller (optional):  
54 E-Mail address for Buyer (optional): Karen.Harkness@appleton.org  
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in  
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,  
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

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

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

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in  
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,  
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether  
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused  
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,  
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
- 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances  
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect  
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the  
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership  
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose  
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,  
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related  
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to  
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 (Definitions Continued on page 4)

**CLOSING** This transaction is to be closed no later than May 15, 2016

at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

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

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

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

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

Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

**RENTAL WEATHERIZATION** This transaction ~~(is)~~ (is not) ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, ~~(Buyer)~~ (Seller) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

**REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.

**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's Real Estate Condition Report dated , which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

**INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

**ADDITIONAL PROVISIONS/CONTINGENCIES**

173 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
 186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
 187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as  
 188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric  
 189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached  
 190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached  
 191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-  
 192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent  
 193 foundations and docks/piers on permanent foundations.

194 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
 195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.

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

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

200 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building  
 201 or room dimensions, if material.

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

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of  
 207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 208 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,  
 209 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  
 210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
 211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
 214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
 215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

217 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
218 [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
219 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
220 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than  
221 \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may  
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
224 fee in an amount not to exceed \_\_\_\_\_% of the loan. If the purchase price under this Offer is modified, the financed  
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and  
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

228 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.  
229 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest  
230 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% per  
231 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_%. Monthly payments of principal  
232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines  
234 165-172 or 435-442 or in an addendum attached per line 434.

235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
238 later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to  
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency. If, after review of the loan  
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
242 unacceptability.

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

247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this  
248 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  
249 commitment.

250 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
254 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  
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

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

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

281 If Buyer defaults, Seller may:

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

285 If Seller defaults, Buyer may:

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

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

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

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

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

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

304 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's  
305 property located at \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts  
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written  
307 waiver of the Closing of Buyer's Property Contingency and \_\_\_\_\_  
308 \_\_\_\_\_

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**  
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within \_\_\_\_ hours of Buyer's Actual  
311 Receipt of said notice, this Offer shall be null and void.

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

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

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

325 **TITLE EVIDENCE**

326 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate  
331 Condition Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_  
332 \_\_\_\_\_  
333 \_\_\_\_\_  
334 \_\_\_\_\_

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

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

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

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~ (Buyer's)  
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after  
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to  
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,  
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
352 exceptions, as appropriate.

353 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to  
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is  
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the  
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be  
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give  
359 merchantable title to Buyer.



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

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

369 **EARNEST MONEY**

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

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

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

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

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

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

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



410 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This  
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses  
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party  
413 performing an inspection of as listed beginning on line 437 through 441

414 \_\_\_\_\_ (list any Property component(s) to be separately inspected, e.g.,  
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be  
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting  
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed  
418 by a qualified independent inspector or independent qualified third party.

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

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

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

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the  
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If  
428 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and  
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
432 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  
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 ☐ **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 436 \_\_\_\_\_  
437 1) Offer is contingent upon approval of this Offer to Purchase via the City's approval process on or before May 1, 2016.  
438 2) Offer is contingent upon inspection of home and outbuilding(s) to buyers satisfaction, including radon/well/septic testing.  
439 3) Offer is contingent upon a land feasibility study, including, but not limited to, wetland delineation, phase I, etc.  
440 4) Offer is contingent upon buyer being able to review and being satisfied with any land leases, encumbrances, easements or  
441 agreements/MOU's, within twenty (20) business days of this Offer to Purchase.

442 \_\_\_\_\_  
443 This Offer was drafted by [Licensee and Firm] Emily Truman, Assistant City Attorney

444 \_\_\_\_\_ on April 1, 2016

445 (x) Karen E. Harkness

4/1/2016

446 Buyer's Signature ▲ Print Name Here ►

Date ▲

447 (x) \_\_\_\_\_

448 Buyer's Signature ▲ Print Name Here ►

Date ▲

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

450 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

455 (x) Steven P. Kasper

4/2/16

456 Seller's Signature ▲ Print Name Here ► Steven P. Kasper

04/02/2016 ▲

457 (x) Kathy Kasper

02:02 PM CDT

458 Seller's Signature ▲ Print Name Here ► Kathy Kasper

Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] Corey Krueger - Str. Service Rlty, Inc.

460 \_\_\_\_\_ on 4-2-16 at 1:30 am/pm

461 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_

462 \_\_\_\_\_ Seller Initials ▲ Date ▲

\_\_\_\_\_ Seller Initials ▲ Date ▲

# Appleton Neighborhood Academy



The Neighborhood Academy is a 4-session learning series that provides knowledge and tools to help you and your neighbors create a better place to live, work, and play. Whether you are interested in safety, bridging cultural differences, watching out for the neighborhood's children and elderly, keeping the area looking good, maintaining your property value, supporting local businesses, or other neighborhood concerns, this training series will help you and your neighbors make good things happen in your neighborhood.

## Highlights include:

- Overview on City's Neighborhood Program and grant availability
- Strategies for assessing and enhancing a neighborhood
- Insight from guest speakers
- Peer review, success stories among neighborhoods

**A learning series for people who care about their neighborhoods and want to help them thrive.**

Participants must reside in a neighborhood registered through the City's Neighborhood Program (15 already registered). To register your neighborhood, contact Community & Economic Development Dept. at (920) 832-6468. It is helpful, but not required, that you participate with at least one other person from your neighborhood.

**TO JOIN:** Apply online at <http://www.appleton.org/residents/neighborhood-program>

**DATES:** Four consecutive Thursdays — May 5, May 12, May 19, and May 26, 2016

**TIME:** 6:00-8:00 p.m.      **LOCATION:** City Hall, 100 N. Appleton Street

