Our intention is to have in-person meetings going forward. For the time being, we will hold the City Committee Meetings, Plan Commission, Council and most others at the Community Room at 933 Michigan Avenue. This in-person location will meet the legal requirement for our open meetings.

We will have a virtual option available, but the technology for the hybrid style meeting may not be reliable all of the time.

REGULAR MEETING
Board of Park Commissioners
June 7, 2023 - 6:30 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 868 7612 5381 | Passcode: 202160
By Computer: Join
By Phone: +1-312-626-6799 (US Chicago)

AGENDA

I. Discussion and Possible Action on:

1. Roll Call.
2. Approval of May 3, 2023 meeting minutes
3. Request by Point Fastpitch to serve alcohol on July 14, 15 and 16 at Goerke Park.
4. Exchanging property along Second Street North.
5. Director's Report
   - Pool opening day was June 2, 2023
   - Emerson Park project update
   - Bandshell project update
   - Community Stadium and KB Willett Arena project update
   - Community Tree Management Institute being held in Stevens Point
6. Adjournment.

Meeting Rider

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TDD # 346-1556 or by mail at 1515 Strongs Ave., Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 a.m. to 4:00p.m.

SPECIAL NOTICE

Please take notice that a quorum of the Common Council, City Boards/Commissions may attend this meeting.

Agenda Notes

3. Request from Point Fastpitch to serve alcohol on July 14, 15 and 16 at Goerke Park.

There is a written request from the Point Fastpitch president, Archie Sawyer, included in the packet. This request was granted to this organization in 2022 and no issues were observed. Other groups have had similar requests granted.

Staff recommendation is to approve the request.

4. Exchanging property along Second Street North.

A memo is included in the packet along with a secondary memo which was written to the city council last month for a property acquisition which closed on Friday, June 2. Director Kremer will summarize more details regarding these two land opportunities at the meeting. While there are details for two properties within the packet, the park commission is being asked to only consider the remaining property opportunity which involves the south side of the sculpture park and the neighboring business to the south.

REGULAR MEETING MINUTES
Board of Park Commissioners
May 3, 2023 - 6:30 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 864 0602 5764 | Passcode: 222396
By Computer: Join
By Phone: +1-312-626-6799 (US Chicago)

I. Discussion and Possible Action on:

1. Roll Call.

Present: Freckman, Disher, Glodosky, Alder Keymer, McDonald, Okonek, Przybylski, Alder Shorr, Sorenson, Alder Zarazua
Excused: Carrie Winn
Also Present: Director Dan Kremer, Superintendent Todd Ernster, Tori Jennings, Steve Menzel, Alder Mary Kneebone, Dr. Ben Sedinger, Brandon Mueller (on Zoom)

2. Approval of April 5, 2023 meeting minutes

Motion to approve by McDonald, second by Glodosky; passed 11-0.

3. To award project #23.025, KASH Playground Resurfacing to Adventure Turf in the not to exceed amount of $225,975.

Motion to award contract to Adventure Turf for $225,975 by Okonek, second by Disher; passed 11-0.

4. Land permission request from the UWSP Student Chapter of The Wildlife Society Waterfowl Project and Student Chapter of Ducks Unlimited to install wildlife nest boxes adjacent the Plover River section of The Green Circle Trail.

Motion to approve project as presented by Glodosky, second by McDonald; passed 11-0.

5. Introduction and preapproval consideration of The Plover River Crossing Interpretive Trail Sign Project funded by the Community Foundation of Central Wisconsin being presented by Tori Jennings.

Motion to accept the Interpretive Trail Sign Project by Okonek, second by McDonald; passed 11-0.

6. Request from the Stevens Point Softball Association to charge fees for parking at Zenoff Park during the U.S. Senior Open in June being presented by Mike Disher.

No action.

7. Forestry Update presented by Forestry Superintendent, Todd Ernster

No action.

8. **Director's Report**
   - 20 years of service on park commission - Wayne Sorrenson (4/16/2003 - 4/16/2023)
   - Bandshell project update
   - Emerson Park project update
   - Community Stadium project update in Goerke Park
   - Green Circle Trail update

No action.

9. **Adjournment.**

Motion to adjourn by Disher, second by McDonald; meeting adjourned at 8:21 pm.

The Point Fastpitch Organization is looking to get approval to sell beer at the Goerke Park facility during our annual Point Fastpitch Classic Tournament this July. We were approved for this in 2022 and had no issues and it was a success for our organization.

- The Tournament dates are July 14-16.
- Beer sales would be available between the hours of 12:00pm -10:00pm on those days.

We would always have a licensed operator at the field during serving hours. All servers of alcohol would be over the age of 18 and would be required to take the 3-hour certification class. Point fastpitch would fund this certification. ID's will be checked at time of purchase.

An image of were the beverage service would be set up at the park separated from the food concession stand. (marked in Red) We would have signage displayed, (marked in yellow) along the boundary of the park property, to inform the patrons that alcohol is not permitted outside of this boundary. It would be up to the end user of the alcohol to follow these restrictions. We would not require our parent volunteers or our board members to act as security for this event. If there was an issue, we would inform them to contact the police department for assistance.

If this request was to be approved, we would then move on to Public Policy and General Government and the Common Council for final approval.

City of Stevens Point
2442 Sims Avenue
Stevens Point, WI 54481-3594

To: Park Commission, Plan Commission and Common Council

From: Dan Kremer, Director of Parks, Recreation and Forestry

Date: May 31, 2023

Subject: Property Exchange – Second Street North

In May of 2023, the city, Green Circle Trail Committee (GCT) and Happy Trails Fund partnered to purchase a .43-acre parcel along Second Street North across the street from the sculpture park. This purchase was 100% funded by the two volunteer committees in exchange for the city performing the purchase and becoming the land owner for a future trail development on it. The memo and grant agreement from that acquisition are included for reference. That sale closes on June 2.

The Second Street property purchase was phase one of a multiple phase plan by the GCT to develop a route for the GCT on the northwest corner of the city to be off road and avoid Second Street, Dubay Avenue and Old Wausau Road. The second phase of property exchange is what this memo is being provided for. While the volunteers and city staff were coordinating with purchase of the parcel on the west side of Second Street, we were able to reach an agreement with the owners of Putt N' Play for a land exchange opportunity which creates a direct connection for the GCT to cross Second Street in a straight line. While this crossing and trail reroute is likely several years in the future, these two property opportunities make the entire trail plan and connection possible for the future.

City staff and a few key volunteers from the GCT and Happy Trails Fund are asking the city to approve exchanging OUTLOT 3 for OUTLOT 1 on the east side of Second Street North. The proposed CSM which shows those outlets is included with this memo.

CERTIFIED SURVEY MAP

BEING ALL OF LOT 2.1 OF PORTAGE COUNTY CERTIFIED SURVEY MAP NUMBER 3100–11–58, AND PART OF LOT 1 OF PORTAGE COUNTY CERTIFIED SURVEY MAP NUMBER 1361–5–119, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

LEGEND

- ● 3/4" X 18" IRON REBAR SET–1.5#/FT.
- ● 1 1/4" X 18" IRON REBAR SET–4.3#/FT.
- ⊕ GOVERNMENT CORNER OF RECORD
- ( ) PREVIOUSLY RECORDED AS

PRELIMINARY

NOTES

THIS INSTRUMENT WAS DRAFTED BY PATRICK J. FUEHRER.

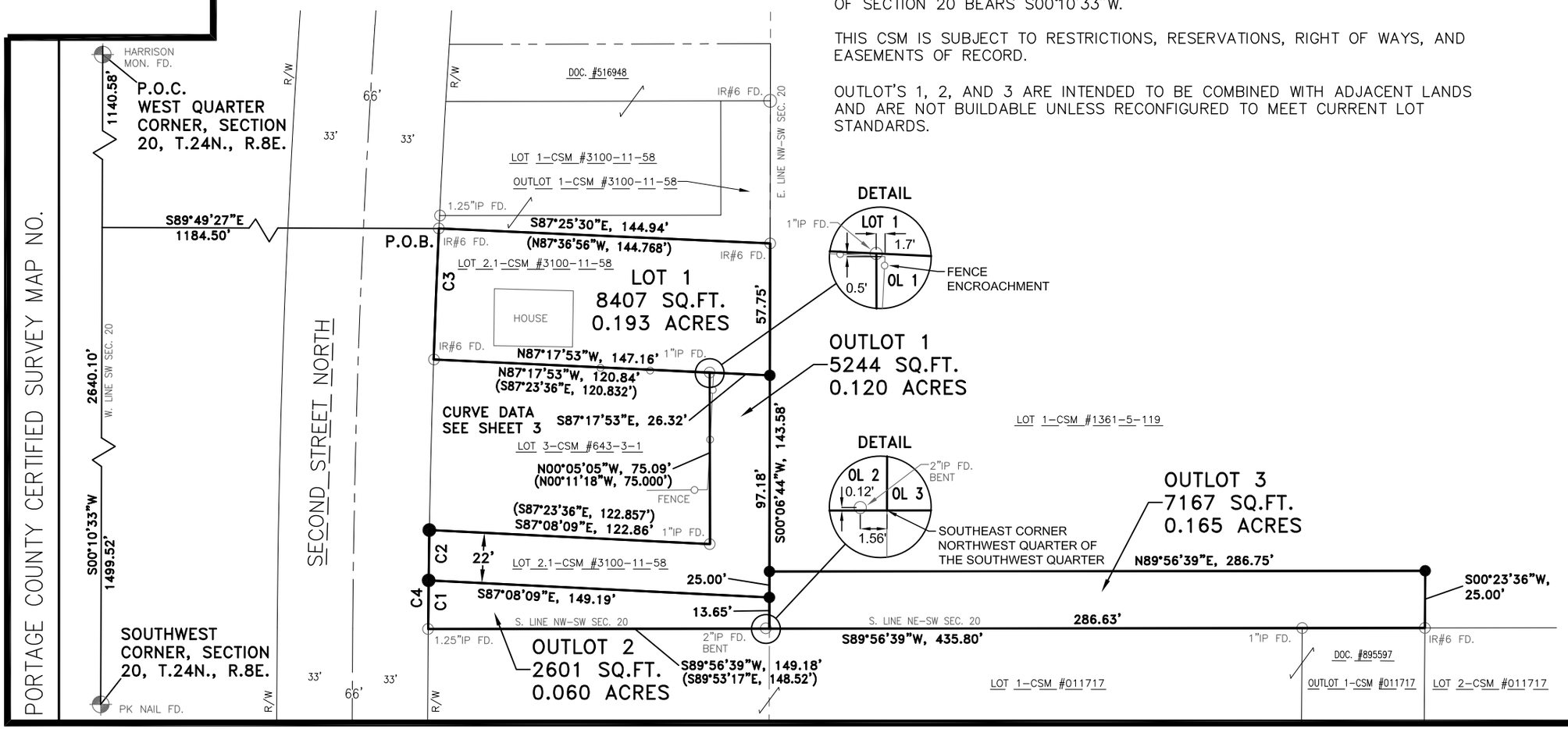
THE BEARINGS HEREIN ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM–PORTAGE COUNTY–NAD 83. THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 20 BEARS S00°10'33"W.

THIS CSM IS SUBJECT TO RESTRICTIONS, RESERVATIONS, RIGHT OF WAYS, AND EASEMENTS OF RECORD.

OUTLOT'S 1, 2, AND 3 ARE INTENDED TO BE COMBINED WITH ADJACENT LANDS AND ARE NOT BUILDABLE UNLESS RECONFIGURED TO MEET CURRENT LOT STANDARDS.

N

0' 30' 60' 1"=60'



PORTAGE COUNTY CERTIFIED SURVEY MAP NO.

SHEET 1 OF 3 SHEETS

SURVEYOR'S CERTIFICATE

I Patrick J. Fuehrer, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped the land described and represented by this Certified Survey Map, being all of Lot 2.1 of Portage County Certified Survey Map Number 3100–11–58, and part of Lot 1 of Portage County Certified Survey Map Number 1361–5–119, located in the Northwest Quarter of the Southwest Quarter, and the Northeast Quarter of the Southwest Quarter of Section 20, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

Commencing at the west quarter corner of said Section 20; thence South 00 degrees 10 minutes 33 seconds West along the west line of the Southwest Quarter of said Section 20 a distance of 1,140.58 feet; thence South 89 degrees 49 minutes 27 seconds East 1,184.50 feet to the east right of way line of Second Street North, the northwest corner of said Lot 2.1, and the point of beginning; thence South 87 degrees 25 minutes 30 seconds East along the north line of said Lot 2.1 a distance of 144.94 feet to the northeast corner of said Lot 2.1 and the east line of the Northwest Quarter of the Southwest Quarter of said Section 20; thence South 00 degrees 06 minutes 44 seconds West along said east line and the east line of said Lot 2.1 a distance of 143.58 feet; thence North 89 degrees 56 minutes 39 seconds East 286.75 feet; thence South 00 degrees 23 minutes 36 seconds West 25.00 feet to the northeast corner of Outlot 1 of Portage County Certified Survey Map Number 011717; thence South 89 degrees 56 minutes 39 seconds West along the north line of said Outlot 1 and the north line of Lot 1 of said Portage County Certified Survey Map Number 011717 to the southeast corner of said Lot 2.1 and the southeast corner of said Northwest Quarter of the Southwest Quarter of Section 20; thence continuing South 89 degrees 56 minutes 39 seconds West along said north line of Lot 1 a distance of 149.18 feet to the east right of way line of said Second Street North; thence northeasterly along said east right of way line 43.26 feet along the arc of a 4,385.76 foot radius curve, not tangent with the last described course, center to the east, the chord bears North 00 degrees 40 minutes 39 seconds East 43.31 feet to the southwest corner of Lot 3 of Portage County Certified Survey Map Number 643–3–1; thence South 87 degrees 08 minutes 09 seconds East along the south line of said Lot 3 a distance of 122.86 feet to the southeast corner of said Lot 3; thence North 00 degrees 05 minutes 05 seconds West along the east line of said Lot 3 a distance of 75.09 feet to the northeast corner of said Lot 3; thence North 87 degrees 17 minutes 53 seconds West along the north line of said Lot 3 a distance of 120.84 feet to said east right of way line of Second Street North; thence northeasterly along said east right of way line 57.38 feet along the arc of a 4,385.76 foot radius curve, not tangent with the last described course, center to the east, the chord bears North 02 degrees 18 minutes 38 seconds East 57.38 feet to the point of beginning and there terminating.

Subject to restrictions, reservations, right of ways, and easements of record.

That I have made such survey, and map at the direction of The City of Stevens Point. That such map is a correct representation of all the exterior boundaries of the land surveyed. That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, and local ordinances of the City of Stevens Point, in surveying and mapping the same.

PRELIMINARY

Dated: _____, 2023

_____
Patrick J. Fuehrer, PLS No. 2973

CURVE DATA

CURVE NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT BEARING	TANGENT BEARING
C1	21.25'	4385.76'	00°16'39"	S00°32'02"W	21.25'	S00°40'21"W	S00°23'42"W
C2	22.01'	4385.76'	00°17'15"	S00°48'59"W	22.01'	S00°57'37"W	S00°40'21"W
C3	(57.005') 57.38'	4385.76'	(00°44'41") 00°44'58"	(N02°13'12.5"E) N02°18'38"E	(57.005') 57.38'	S02°41'07"W	S01°56'09"W
C4	(43.397') 43.26'	4385.76'	(00°34'01") 00°33'55"	(N00°35'07.5"E) N00°40'39"E	(43.397') 43.31'	S00°57'37"W	S00°23'42"W

CITY OF STEVENS POINT ACCEPTANCE CERTIFICATE

There are no objections to the Certified Survey Map with respect to Chapter 20 of the Subdivision Control Ordinance of the City of Stevens Point, and Amendments thereto.

Certified this ___ day of _____, 2023.

_____
Community Development Departament

PRELIMINARY

City of Stevens Point
2442 Sims Avenue
Stevens Point, WI 54481-3594

To: Plan Commission and Common Council

From: Dan Kremer, Director of Parks, Recreation and Forestry
John Jury and Tom Schrader, Green Circle Trail Board Members

Date: May 10, 2023

Subject: Acquisition of parcel along 2nd St. N. for future Green Circle (parcel #281-2408-20-3200-13)

When the Green Circle officially opened in 1996, there were several sections where a portion of the trail used city, village and town streets as a portion of the route. Since the grand opening, it has been a long-term goal of the Green Circle Committee to get as much of the trail off these streets as possible. Over time, the committee has been able to move the trail off some streets to a more natural setting in several locations. We are recommending the city plan commission and common council authorize purchasing a parcel along the Stage Coach Trail segment (2nd Street, Du Bay Avenue, Old Wausau Road) to help accomplish the goal of a natural trail in this corridor. This would be the first step in trying to accomplish the goal in this section. There are several more parcels/landowners that the committee and city staff have been working with or will be in the future in order complete this goal. We realize this potential reroute of the trail may be years in the making, but we are willing to work on it with the rest of the land/lease committee for the Green Circle Trail Committee for future generations of trail users.

From our review, this is the last property abutting Second Street which would allow the Green Circle Trail to get off the road and head southwest which we have the opportunity to purchase and control. In addition to this opportunity, the property directly across the road is interested in performing a partial property swap with the city to allow them to expand their business. The land swap is not something the plan commission and the common council is being asked to weigh in on today; however, we have included a map with shaded areas showing the spaces that will likely be coming before both committees next month for consideration and as a continuation of this property acquisition opportunity. That swap would create a direct connection for the Green Circle Trail to cross Second Street and head west into the parcel that is currently for sale and that we are recommending the city purchase.

The Green Circle Trail Committee and Happy Trails fund have agreed to provide all funding for this property purchase. The financing agreement and contingent accepted offer to purchase are included with this memo. The financing memo outlines the terms of conditions of the financial gift to purchase the property.

The Green Circle Trail Committee, the Happy Trails Fund and city staff are requesting approval of this property purchase. If approved, we would close on the property on June 2, 2023.

FINANCE AGREEMENT

This Grant Agreement (the "Agreement") is entered into effective as of the last signature date below (the "Effective Date") by and between the City of Stevens Point, a Municipal corporation, (the "City") and the GREEN CIRCLE TRAIL COMMITTEE ("GCT") and HAPPY TRAILS FUND located at the Community Foundation of Central Wisconsin ("HTF") (collectively, the "Parties").

RECITALS

1. The goal of the GCT is to continually make the Green Circle Trail safer and more scenic and to move sections of trail off roadways whenever there is an opportunity to do so.
2. The goal of the HTF is to provide funding for strategic land acquisitions for the Green Circle Trail.
3. City has entered into a Vacant Land Offer to Purchase, a copy of which is attached hereto as Exhibit A, for the acquisition of the following parcel of property: (i) an approximately .43 acre parcel of land in the City of Stevens Point that is across the street from the sculpture park and is generally depicted in Exhibit B (the "Property").
4. The Property is part of the GCT long-term trail relocation plan and its acquisition will allow a segment of the Green Circle Trail to be relocated from North Second Street, Dubay Avenue, and Old Wausau Road into a wooded trail corridor.
5. GCT and HTF have asked the City to purchase the property and become the land owner in exchange for the GCT and HTF providing the funds necessary for the acquisition costs.

TERMS

NOW, THEREFORE, for the mutual promises and consideration contained herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. **Purpose**. The City is attempting to acquire and preserve the parcel to allow for a future trail to be installed. The Property is strategically necessary because it is the only point along North Second Street where a trail entrance could be practically and sustainably located. The parties agree that fulfilling the Purpose will yield a significant public benefit for the residents of the City and the public in general. The parties agree to work in good faith to protect and preserve the Property in perpetuity for this Purpose.

II. **Grant.** In support of the Purpose and subject to the terms of this Agreement, the GCT awards City a grant in the amount of Twenty-One Thousand Dollars ($21,000) and the HTF awards the City a grant in the amount of Twenty -One Thousand Dollars (together, the "Grants"). The Parties anticipate that the Forty-Two Thousand Dollars in total will be sufficient to acquire the property, inclusive of closing costs.

III. **Expenditure of Funds.** The Grants (together with any income earned upon investment of such funds) is made for the Purpose and may not be expended for any other purpose without prior written approval from both GCT and HTF. Any portion of the Grant unexpended at

the completion of the project or the end of the period shall be returned immediately to the GCT and HTF, with each receiving 50% of such remaining funds.

IV. **Tax-Exempt Status.** City represents that it is a municipal corporation and is tax exempt.

V. **Future Land Transfers**. If City ever transfers the Property to any party other than the GCT or HTF or an entity wholly owned and controlled by GCT and HTF, then within 30 days of such transfer, City will repay the Grants in full; provided, however, the GCT and HTF may waive this requirement. The GCT and HTF acknowledges that City may, in the future, decide to transfer some or all of the property subject to a Green Circle Trail Easement that will continue to protect the Property in a manner consistent with its mission and the Purpose. The parties acknowledge that should such transfer occur, any proceeds from the sale would be paid back to the GCT and HTF, with each receiving 50% of such funds.

VI. **Assignment or Delegation.** City may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Agreement without prior written approval from the GCT and HTF, which will not be unreasonably withheld; provided, however, City may transfer the Property and assign and delegate its rights to any wholly owned subsidiary organization which City controls.

VII. **Records and Reports.** City is required to keep a record of all receipts and expenditures relating to these Grants and to provide the GCT and HTF with a written report summarizing the project promptly following the end of the period during which City is to use all Grant funds, or within thirty (30) days of the expenditure of all Grant funds, whichever is earlier. The GCT and HTF may also require interim reports. The reports should describe City's progress in achieving the purposes of the Grants and include a detailed accounting of the uses or expenditure of all Grant funds. City also agrees to provide any other information reasonably requested by the t Parties. City is required to keep financial records with respect to these Grants, along with copies of any reports submitted to the GCT and HTF, for at least four years following the year in which all Grant funds are fully expended.

VIII. **Required Notification.** City is required to provide the GCT and HTF with immediate written notification of: (i) any changes in its organization's tax-exempt status or (ii) its inability to expend the Grants for the Purpose.

IX. **Right to Revoke:** If the GCT and HTF do not receive a written request by the City for disbursement of the Grants within thirty-five days of the Effective Date, then this Agreement shall automatically be revoked. If the GCT and HTF believes that City has violated the Purpose, then it shall give written notice of such violation to City with a description of the violation. The parties shall meet within thirty (30) days of such written notice and work to resolve the matter. If the parties are unable to resolve the matter and it is determined that City or its permitted assigns has violated the Purpose or other provision of this Agreement, then this Agreement may be revoked by the GCT and HTF and any portion of the Grant previously awarded shall be repaid by City.

of this Agreement, then this Agreement may be revoked by the GCT and HTF and any portion of the Grant previously awarded shall be repaid by City.

The undersigned representatives certify that they are authorized to make, execute and deliver this Grant Agreement.

CITY OF STEVENS POINT

By: _____
Name: Mike Wiza
Its: Mayor
Date: 5/16/23

GREEN CIRCLE TRAIL

By: _____
Name: Joel Lemke
Its: President
Date:

CITY OF STEVENS POINT

HAPPY TRAILS FUND

By: _____
Name: John Jury
Its: Fund Representative
Date: May 17, 2023

Exhibit A

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON May 4, 2023 **[DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**

The Buyer, City of Stevens Point, a Wisconsin Municipal Corporation, offers to purchase the Property known as Parcel No. 281-2408-20-3200-13 - Second Street North [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or attach as an addendum per line 686] in the City of Stevens Point, County of Portage, Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is Forty Thousand Dollars ($ 40,000.00).

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

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

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-13) and the following: _____

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

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

CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in an addendum per line 686.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before 24 hours of receiving the Offer. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

CLOSING This transaction is to be closed on Friday, June 2, 2023 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

EARNEST MONEY

■ EARNEST MONEY of $_____ accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $_____ will be mailed, or commercially, electronically or personally delivered within _____ days ("5" if left blank) after acceptance.
All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____) [STRIKE THOSE NOT APPLICABLE] (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

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

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

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

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

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines [STRIKE AS APPLICABLE] and all other dates and Deadlines in this Offer except: _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

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

_____ [INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT]

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

a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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

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

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

_____

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

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

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

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other:_____.

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

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

_____.

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

☐ electricity_____; ☐ gas_____; ☐ sewer_____;
☐ water_____; ☐ telephone_____; ☐ cable_____;
☐ other_____.

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

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other_____for the Property for its proposed use described at lines 251-255. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within_____days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within_____days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of_____acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

_____

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

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

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

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

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.
Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be reported to the Wisconsin Department of Natural Resources.

[ ] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).
(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.
(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____
_____
_____(list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.
(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).
CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

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

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

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

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

■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
If Seller has the right to cure, Seller may satisfy this contingency by:
(1) delivering written notice to Buyer within_____("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;
(2) curing the Defects in a good and workmanlike manner; and
(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not cure; or
(b) Seller does not timely deliver the written notice of election to cure.

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

[X] **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written See line #650 [loan type or specific lender, if any] first mortgage loan commitment as described below, within_____days after acceptance of this Offer. The financing selected shall be in an amount of not less than $_____for a term of not less than_____years, amortized over not less than_____years. Initial monthly payments of principal and interest shall not exceed $_____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed_____% ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

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

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed_____%.

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

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

(1) signed by Buyer; or,

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

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

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

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

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

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

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

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

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

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

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

(2) _____

_____[Specify documentation Buyer agrees to deliver to Seller].

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

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

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

■ **RIGHT TO CURE:** Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure. If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within_____days ("5" if left blank) after Buyer's delivery of the appraisal

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

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

(2) Seller has the right to cure but:

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

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

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

[ ] **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____ no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

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

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

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

(3) Any of the following checked below:

[ ] Proof of bridge loan financing.

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

Other: _____

_____

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

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

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

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 or homeowners 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:

[X] 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 Firms in this transaction.

TITLE EVIDENCE

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

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

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

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

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

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

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

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

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

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 650-664 or attach as an addendum per line 686.

DEFINITIONS

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

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

registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:
(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:
(1) sue for specific performance; or
(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES Funding Agency Contingency: Purchase contingent upon receipt of funds from the Happy Trails Fund and the Green Circle Trail Committee prior to closing.

The City Plan Commission must review and Common Council must approve the land acquisition prior to closing.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 688-683.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 670 or 671.

Name of Seller's recipient for delivery, if any: Rebecca A. Schultz

Name of Buyer's recipient for delivery, if any: Mike J. Wiza, City of Stevens Point

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

Seller: (_____) _____ Buyer: (715) 344-1530

[ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 679 or 680.

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

Address for Seller: _____

Address for Buyer: _____

[X] (5) Email: electronically transmitting the document or written notice to the email address.

Email Address for Seller: mike@stevenspointre.com

Email Address for Buyer: dkremer@stevenspoint.com

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

[ ] **ADDENDA:** The attached _____ is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Andrew Logan Beveridge, City Attorney

(x) _____ 5/4/23
Buyer's Signature▲ Print Name Here▶ Mike J. Wiza, Mayor Date▲

(x) _____
Buyer's Signature▲ Print Name Here▶ Date▲

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

(x) Rebecca A Schultz 05/04/23
Seller's Signature▲ Print Name Here▶ Rebecca A. Schultz Date▲

(x) _____
Seller's Signature▲ Print Name Here▶ Date▲

This Offer was presented to Seller by [Licensee and Firm] Mike Sallet Stevens Point Realty

_____ on 5/4/2023 at 6:00 PM

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

Exhibit B

8012085
Tx:4009461

787755

CYNTHIA A. WISINSKI
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
07/25/2013 2:52 PM

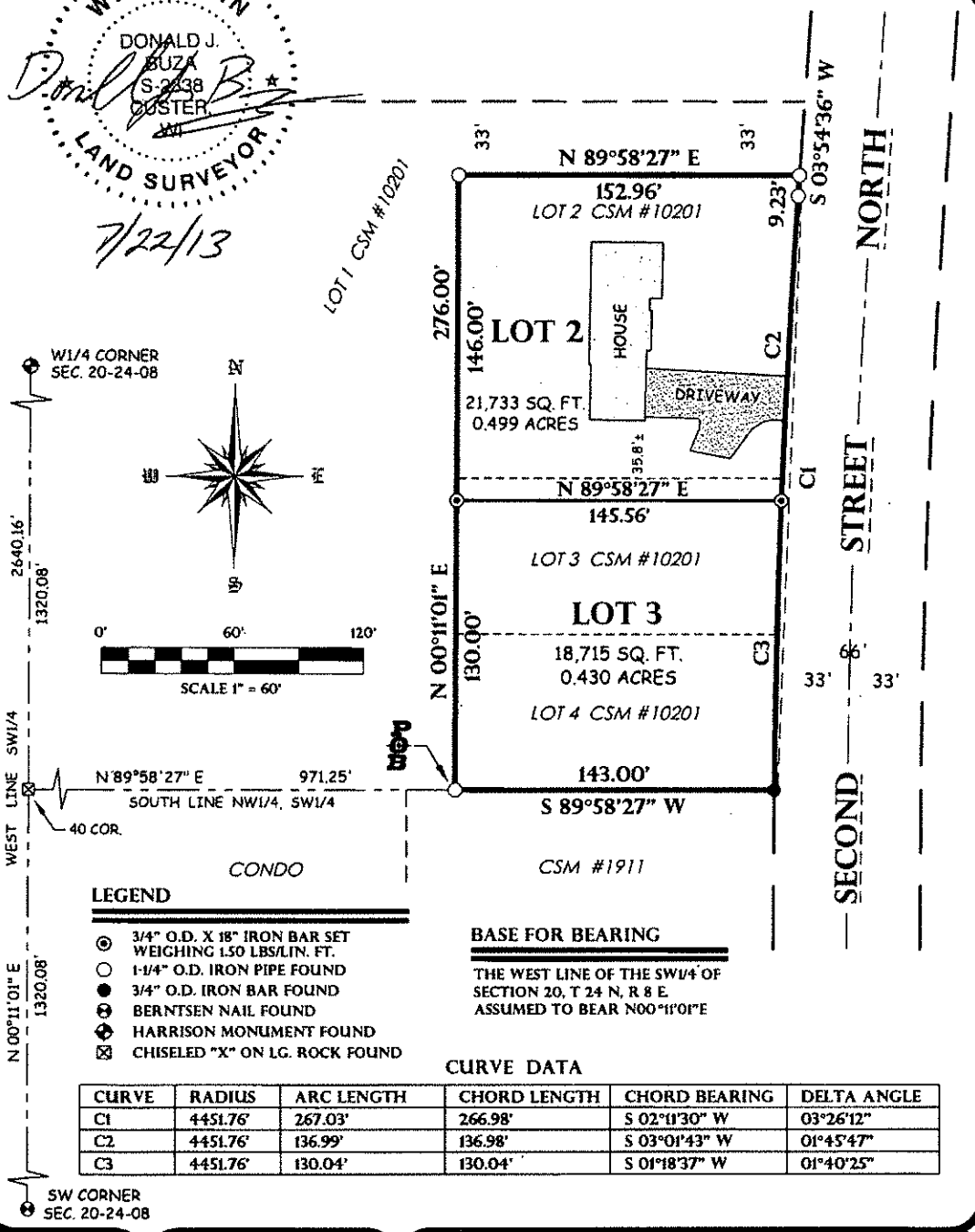
REC FEE: 30.00
PAGES: 2
FEE EXEMPT:

Csm 10397-46-127

PORTAGE COUNTY CERTIFIED SURVEY MAP

OF ALL OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP #10201 LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

WISCONSIN
DONALD J. BUZA
S-2338
COSTER
LAND SURVEYOR
7/22/13



LEGEND

- 3/4" O.D. X 18" IRON BAR SET WEIGHING 1.50 LBS/LIN. FT.
- 1-1/4" O.D. IRON PIPE FOUND
- 3/4" O.D. IRON BAR FOUND
- BERNTSEN NAIL FOUND
- HARRISON MONUMENT FOUND
- CHISELED "X" ON LG. ROCK FOUND

BASE FOR BEARING

THE WEST LINE OF THE SW1/4 OF SECTION 20, T 24 N, R 8 E. ASSUMED TO BEAR N00°11'01"E

CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4451.76'	267.03'	266.98'	S 02°11'30" W	03°26'12"
C2	4451.76'	136.99'	136.98'	S 03°01'43" W	01°45'47"
C3	4451.76'	130.04'	130.04'	S 01°18'37" W	01°40'25"

POB
Point of Beginning

Land Surveying
Engineering
Donald J. Buza, RLS #2338
5709 Windy Drive, Suite D
Stevens Point, WI 54481
715.344.9999(Ph) 715.344.9922(Fx)

THIS INSTRUMENT WAS DRAFTED BY DONALD BUZA AND DRAWN BY DONALD BUZA

FIELD BOOK B-28 PAGE 50
JOB # 13.760

SHEET 1 OF 2 SHEETS

PORTAGE COUNTY CERTIFIED SURVEY MAP

I, Donald J. Buza, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped all of Lots 2, 3 and 4 of Certified Survey Map #10201 located in the Northwest ¼ of the Southwest ¼ of Section 20, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin, described as follows:

Commencing at the Southwest corner of Section 20, Township 24 North, Range 8 East; thence N 00°11'01"E along the West line of the Southwest ¼ of said Section 20, 1320.08 feet to the Southwest corner of the Northwest ¼ of the Southwest ¼ of said Section 20; thence N 89°58'27"E along the South line of said Northwest ¼ of the Southwest ¼ of Section 20, 971.25 feet to the point of beginning (POB) of the parcel to be described; thence N 00°11'01"E, 276.00 feet; thence N 89°58'27"E, 152.96 feet to the West line of Second Street North; thence S 03°54'36"W along said West line of Second Street North, 9.23 feet; thence Southerly 267.03 feet along the arc of a curve along said West line of Second Street North, concave Easterly, having a radius of 4451.76 feet and whose long chord bears S 02°11'30"W, 266.98 feet to the South line of the Northwest ¼ of the Southwest ¼ of Section 20; thence S 89°58'27"W along said South line of the Northwest ¼ of the Southwest ¼ of Section 20, 143.00 feet to the point of beginning.

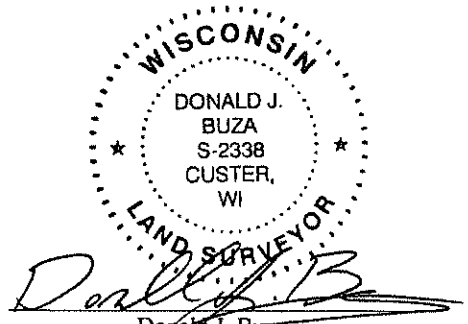
Subject to (if any) covenants, conditions, restrictions, right-of-ways and easements of record.

That I have made such survey, land division and plat by the direction of Joann Schultz.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Subdivision Ordinances of the City of Stevens Point in surveying, dividing and mapping the same.

Dated this 22nd day of July, 2013.



Donald J. Buza
R.L.S. No. S-2338

CITY OF STEVENS POINT APPROVAL

I hereby certify this map and accompanying information is (approved) (~~conditionally approved~~) pursuant to the Building and Safety Ordinances of Stevens Point on the basis of the following (facts) (conditions):

Community Development Office

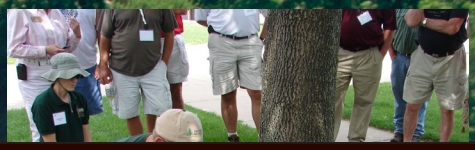
Prepared by:
Point Of Beginning, Inc.
5709 Windy Drive, Suite D
Stevens Point, WI 54482

Prepared for:
Joann Schultz
2687 Hay Meadow Lane
Stevens Point, WI 54482

Job # 13.760

SHEET 2 of 2 SHEETS

Wisconsin Community Tree Management Institute



5th Wisconsin Community Tree Management Institute

Sponsored by the WI Department of Natural Resources in cooperation with partners

The Program At-a-Glance

Wisconsin Community Tree Management Institute (CTMI) is a unique training experience designed for municipal staff with tree management responsibilities but without a strong background in urban forestry. The program is ideal for staff who spend just part of their time dealing with trees. CTMI consists of approximately 38 instruction hours and requires students to complete an out-of-classroom project.

Dates and Locations

To be accepted into the program, participants must be able to attend all three sessions.

Session I
October 4-5, 2022, Green Lake, WI

Session II
February 7-8, 2023, Green Lake, WI

Session III
June 13-14, 2023, Stevens Point, WI

Program Cost – $375

The registration fee covers all course materials, meal and lodging costs for sessions I, II & III.

Benefits of CTMI

Students develop practical knowledge & skills essential for effective management of municipal tree programs. The course focuses heavily on the management side – rather than the technical side – of municipal forestry programs.

Participants also gain:

- enhanced leadership ability
- increased awareness & access to resources
- a support network of peers in other communities

This intensive, interactive training program requires personal commitment, supervisory approval and community support. The payoff is in improved return on the community's investment in its leafy infrastructure!

What CTMI Graduates Are Saying

"CTMI was extremely beneficial and will be the cornerstone of our urban forestry program."

"This is the first forestry training I've been to where it's been just for people like me."

"I learned that there's a lot more to this forestry stuff than just trees."

"My co-worker was impressed at how much I learned."

"We all need to learn that our trees are constantly working for us. Being there, and working for us 24/7 they improve our quality of life and the environment!"

The CTMI Curriculum

Come to CTMI prepared to be challenged and inspired! CTMI offers a variety of learning formats in an informal, small-group atmosphere. Instruction includes field tour, small-group exercises, large-group discussions and informal networking. You won't just be sitting in a classroom listening to lectures, you will be working as a team to address your community's tree issues.

The following themes and subjects are illustrative of the CTMI curriculum:

Principles of Community Forestry Program Leadership

- Improving community livability through trees
- Understanding & promoting tree benefits
- Connecting trees with other local governance issues

Elements of Successful Community Forestry Programs

- Achieving tree goals through ordinances
- Tree inventories & management plans
- Cultivating community awareness & support
- Pulling it all together – Tour a successful forestry program

Technical Foundations of Healthy Community Forests

- How trees work
- Tree identification, selection & care principles
- Tree risk evaluation & management
- Diagnosing tree health problems

Contemporary Community Forestry Issues

- Field operations – efficiency & safety
- Trees & construction/infrastructure conflicts
- Trees & legal issues
- Budgeting & financing
- Contracting
- Tree canopy as infrastructure
- Solving community problems with trees

Sustaining a Successful Program through Partnerships

- Identifying & working cooperatively with partners
- Organizational dynamics & effectiveness

Instructional Staff

CTMI instructors include experienced urban forestry professionals from the public and private sectors, CTMI graduates, WI DNR staff and other program partners.

How to Apply for CTMI

For a CTMI application contact the urban forestry coordinator for your region:

Abby Krause, Urban Forestry Coordinator – Eau Claire
608-556-5690 abigail.krause@wisconsin.gov

Patricia Lindquist, Urban Forestry Coordinator – Wausau
715-574-1314 patricia.lindquist@wisconsin.gov

Tracy Salisbury, Urban Forestry Coordinator – Green Bay
920-366-6833 tracy.salisbury@wisconsin.gov

Kim Sebastian, Urban Forestry Coordinator – Milwaukee
414-294-8675 kim.sebastian@wisconsin.gov

Brian Wahl, Urban Forestry Coordinator – Fitchburg
608-225-7943 brian.wahl@wisconsin.gov

Olivia Witthun, Urban Forestry Coordinator – Plymouth
414-750-8744 olivia.witthun@wisconsin.gov

WISCONSIN DEPT. OF NATURAL RESOURCES

STEVENS POINT GATEWAY TO THE PINERIES 1858

College of Natural Resources