

WB-11 RESIDENTIAL OFFER TO PURCHASE

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

3 The Buyer, _____,
4 offers to purchase the Property known as [Street Address] _____
5 _____ **Founders' Pointe Neighborhood**
6 in the _____ **City** _____ of _____ **Sheboygan Falls** _____, County
7 of _____ **Sheboygan** _____ Wisconsin (insert additional description, if any, at lines 548-570 or
8 in an addendum per line 592), on the following terms:

9 **[PURCHASE PRICE]** The purchase price is _____
10 _____ Dollars (\$ _____).

11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: **Dishwasher**,
13 **Microwave**
14 _____
15 _____
16 _____

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**

19 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-16) and the following: **Owner's Personal Property**
21 _____
22 _____
23 _____

24 **CAUTION: Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented**
25 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**
26 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or
27 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
28 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
29 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;
30 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units
31 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor
32 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting
33 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central
34 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;
35 fences; in-ground pet containment systems, including receiver components; storage buildings on permanent foundations
36 and docks/piers on permanent foundations.

37 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softeners or other water**
38 **treatment systems, LP tanks, etc.) on lines 20-23 or at lines 548-570 or in an addendum per line 592).**

39 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
40 on or before _____. Seller may keep the
41 Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

47 **[CLOSING]** This transaction is to be closed on _____
48 _____ at the place selected by Seller,
49 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
50 holiday, the closing date shall be the next Business Day.

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

55 **EARNEST MONEY**

56 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

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

58 ■ EARNEST MONEY of \$ 5,000.00 will be mailed, or commercially, electronically
59 or personally delivered within _____ days ("5" if left blank) after acceptance.60 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as61 Woodland Title Services LLC)**[STRIKE THOSE NOT APPLICABLE]**

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

63 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
64 **attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special**
65 **disbursement agreement.**

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

67 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
68 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
69 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
70 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
71 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
72 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
73 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
74 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
75 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
76 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
77 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.78 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
79 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
80 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
81 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
82 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
83 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
84 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
85 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
86 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
87 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.88 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
89 occupancy; (4) date of closing; (5) contingency Deadlines **[STRIKE AS APPLICABLE]** and all other dates and Deadlines in
90 this Offer except: _____91 _____ . If "Time is of the Essence" applies to a date or Deadline,
92 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
93 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.94 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units
95 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never
96 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
97 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.
98 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance
99 of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer
100 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind
101 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have
102 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,
103 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional
104 information regarding rescission rights.105 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
106 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in
107 Seller's Real Estate Condition Report dated August 18, 2025, which was received by Buyer prior to Buyer signing
108 this Offer and which is made a part of this Offer by reference **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and
109 **Is acknowledged by Buyer**

110 _____

111 **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]**

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

113 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the
114 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

- 115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.
- 116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or
117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- 118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke
119 detector or carbon monoxide detector laws.
- 120 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.
- 121 e. Rented items located on the Property such as a water softener or other water conditioner system.
- 122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water
123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other
124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic
125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on
126 but not directly serving the Property.
- 127 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
128 **properties built before 1978.**
- 129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
130 substances on neighboring properties.
- 131 h. Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
132 Property or in a well that serves the Property, including unsafe well water.
- 133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other
134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned
135 according to applicable regulations.
- 136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground
137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the
138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,
139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- 140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an
141 "LP" tank on the Property.
- 142 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling
143 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose
144 district, such as a drainage district, that has authority to impose assessments.
- 145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting
146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving
147 the Property without required state or local permits.
- 148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
149 and there are common areas associated with the Property that are co-owned with others.
- 150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin
152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures
153 related to shoreland conditions, enforceable by the county.
- 154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the
155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited
156 to, private rights-of-way and easements other than recorded utility easements.
- 157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of
163 which the Property owner is a member.
- 164 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
165 driveway) affecting the Property.
- 166 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance
167 claims relating to damage to the Property within the last five years.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
171 other insect infestations.
- 172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
173 or more burial sites on the Property.
- 174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 175 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

176 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or
177 excessive sliding, settling, earth movement or upheavals.

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

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

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

193 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 178-192).

194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection
195 of the Property after the date on line 1 of this Offer that discloses no Defects.

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

198 _____ (list any Property component(s)
199 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent
202 inspector or independent qualified third party.

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

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

206 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
207 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
208 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

212 **NOTE: "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the**
213 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
214 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
215 **of the premises.**

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

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

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

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

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

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

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

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

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

227 **N/A RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the
228 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable
229 Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards
230 indicating an EPA average radon level of less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE**
231 ("Buyer's" if neither is stricken) expense.

232 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance delivers
233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi/L or higher and written notice objecting to
234 the radon level in the report.

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

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

- 237 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,
238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by
239 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L
240 no later than three days prior to closing.

241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:

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

246 **NOTE: For radon information refer to the EPA at epa.gov/radon or the DHS at dhs.wisconsin.gov/radon.**

247 **IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY.**

248 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
249 **See Addendum A** _____ [loan type or specific lender, if any] first mortgage loan commitment as described
250 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
251 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
252 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
255 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan
256 sources or obtaining a construction loan or land contract financing, describe at lines 548-570 or in an addendum attached
257 per line 592. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
259 lender's appraiser access to the Property.

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

263 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.**

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

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

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

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

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

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

281 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 250.
282 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
283 written loan commitment from Buyer.

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

288 ☐ **N/A SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or
290 (2) the Deadline for delivery of the loan commitment set on line 250

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

296 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after

297 acceptance, Buyer shall deliver to Seller either:

298 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at

299 the time of verification, sufficient funds to close; or

300 (2) _____

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

302 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written

303 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain

304 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's

305 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject

306 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of

307 access for an appraisal constitute a financing commitment contingency.

308 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised

309 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated

310 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than

311 the agreed upon purchase price.

312 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy

313 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting

314 to the appraised value.

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

316 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase

317 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

318 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated

319 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

320 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written

321 appraisal report and:

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

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

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

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

326 report.

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

328 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of

329 Buyer's property located at _____

330 no later than _____ (the Deadline). If closing does not occur by the Deadline, this

331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification

332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds

333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or

334 proof of bridge loan shall not extend the closing date for this Offer.

335 ☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another

336 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if

337 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

338 (1) Written waiver of the Closing of Buyer's Property Contingency if line 328 is marked;

339 (2) Written waiver of _____

340 _____ (name other contingencies, if any); and

341 (3) Any of the following checked below:

342 ☐ Proof of bridge loan financing.

343 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide

344 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

345 Other: _____

346 _____

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

348 **N/A SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon

349 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer

350 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other

351 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to

352 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"

353 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this

354 Offer becomes primary.

355 ~~**HOMEOWNERS ASSOCIATION:** If this Property is subject to a homeowners association, Buyer is aware the Property may~~

356 ~~be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time~~

357 ~~fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is~~
 358 ~~stricken).~~

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

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

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

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

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

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

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

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

377 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 378 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
 379 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 380 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 381 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

382 **TITLE EVIDENCE**

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

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

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

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

400 ~~■ **CAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)~~
 401 ~~**STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded~~
 402 ~~after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance~~
 403 ~~policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or~~
 404 ~~equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 410~~
 405 ~~416).~~

406 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 407 or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days
 408 before delivery of such title evidence to be merchantable per lines 383-391, subject only to liens that will be paid out of the
 409 proceeds of closing and standard title insurance requirements and exceptions.

410 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 411 objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the
 412 objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said
 413 objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the
 414 time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void.
 415 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

416 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 417 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments

418 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
419 describing the planned improvements and the assessment of benefits.

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

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

429 _____
430 _____. Insert additional terms, if any, at lines 548-570 or attach as an addendum per line 592.

431 **DEFINITIONS**

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

435 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
436 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
437 registered mail or make regular deliveries on that day.

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

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

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

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

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

451 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
452 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.

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

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

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

465 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
466 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
467 ordinary wear and tear and changes agreed upon by Parties.

468 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
469 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
470 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
471 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
472 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
473 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
474 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
475 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
476 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring

477 the Property.

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

482 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
483 this Offer at lines 548-570 or in an addendum attached per line 592, or lines 426-430 if the Property is leased. At time of
484 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except
485 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given
486 subject to tenant's rights, if any.

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

490 If Buyer defaults, Seller may:

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

494 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

522 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
523 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers
524 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.

525 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
526 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
527 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
528 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
529 Offer and proceed under lines 494-501.

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

533 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
534 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
535 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall

536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

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

548 **ADDITIONAL PROVISIONS/CONTINGENCIES**

549 **Earnest Money Escrow Agreement, Restrictive Covenants, Addendum A, Warranty Deed With**
550 **Exhibits A & B, Declaration for Sidewalk Maintenance**

551 _____
552 _____
553 _____
554 _____
555 _____
556 _____
557 _____
558 _____
559 _____
560 _____
561 _____
562 _____
563 _____
564 _____
565 _____
566 _____
567 _____
568 _____
569 _____
570 _____

571 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
572 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
573 574-589.

574 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
575 line 576 or 577.

576 Name of Seller's recipient for delivery, if any: **Tara Hocevar Coldwell Banker Werner & Associates**

577 Name of Buyer's recipient for delivery, if any: _____

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

579 Seller: (_____) _____ Buyer: (_____) _____

580 ☐ (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a
581 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
582 address at line 585 or 586.

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

585 Address for Seller: _____

586 Address for Buyer: _____

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

588 Email Address for Seller: **tara@cbsheboygan.com**

589 Email Address for Buyer: _____

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

592 ☒ **ADDENDA:** The attached _____ **See Lines 549-550** is/are made part of this Offer.

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

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

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

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

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

606 (x) _____
607 Buyer's Signature ▲ Print Name Here ► Date ▲

608 (x) _____
609 Buyer's Signature ▲ Print Name Here ► Date ▲

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

614 (x) _____
615 Seller's Signature ▲ Print Name Here ► Timothy J. Crowns, Jr.
Director of Economic Development, SCEDC Date ▲

616 (x) _____
617 Seller's Signature ▲ Print Name Here ► Date ▲

618 This Offer was presented to Seller by [Licensee and Firm] _____

619 _____ on _____ at _____ a.m./p.m.

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

ADDENDUM A TO RESIDENTIAL OFFER TO PURCHASE

Addendum A to the WB-11 Residential Offer to Purchase by and between Sheboygan County Economic Development Corporation, as Seller, and _____, as Buyer, for the purchase of the property known as Tax Parcel No. _____, located at _____, in the City of Sheboygan Falls, Sheboygan County, Wisconsin. This Addendum A supplements the terms and provisions set out in the above referenced Residential Offer to Purchase dated _____, and is an integral part thereof. In the event any terms and conditions set forth in the above referenced Residential Offer to Purchase conflict with the terms and conditions of this Addendum A, this Addendum A shall control. The above referenced Residential Offer to Purchase and this Addendum A are collectively referred to herein as the "Offer."

- (1) Financing. The Offer is contingent on Buyer obtaining financing on such terms as are acceptable to Buyer in Buyer's sole discretion.
- (2) Closing. The Closing of this transaction (the "Closing") shall occur at the office of the Title Company or at such other location as agreed by the parties. At the Closing, the Seller will convey the Property to Buyer by general warranty deed.
- (3) Right of First Refusal. The Offer is contingent upon the parties entering into a Right of First Refusal on the Property.

**SHEBOYGAN COUNTY ECONOMIC
DEVELOPMENT CORPORATION**

By: _____

WARRANTY DEED

Document Name

THIS DEED, made between Sheboygan County Economic Development Corporation

_____ (“Grantor,” whether one or more),
and _____

_____ (“Grantee,” whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Name and Return Address

Sheboygan County Economic Development
Corporation
508 New York Avenue
Sheboygan, WI 53081

This is not homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except:

Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing, the encumbrances listed on the attached Exhibit A and the declaration of restrictions and option to purchase attached as Exhibit B.

Sheboygan County Economic Development Corporation

_____(SEAL)_____(SEAL)
* _____*

_____(SEAL)_____(SEAL)
* _____*

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me on _____,
the above-named _____

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____

 Notary Public, State of Wisconsin
 My Commission (is permanent) (expires: _____)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

© 2003 STATE BAR OF WISCONSIN

* Type name below signatures.

EXHIBIT A TO WARRANTY DEED
PERMITTED ENCUMBRANCES

Any items listed in Schedule B of final Title Policy.

EXHIBIT B TO WARRANTY DEED

DECLARATION OF RESTRICTIONS AND OPTION TO PURCHASE

This DECLARATION OF RESTRICTIONS AND OPTION TO PURCHASE (the “Agreement”) is dated as of September ____, 2025 (the “Effective Date”), and entered into by and between SHEBOYGAN COUNTY ECONOMIC DEVELOPMENT CORPORATION (“Grantor”) and _____ (whether one or more, “Grantee”), as a condition to, and additional consideration for, Grantor’s agreement to execute and deliver the attached Warranty Deed conveying the Property to Grantee. Grantor and Grantee have agreed to memorialize certain land covenants and restrictions on the Property that will run with the land, pursuant to the terms of this Agreement. Capitalized terms used and not otherwise defined in this Agreement shall take on the meaning given to such terms in the attached Warranty Deed.

NOW, THEREFORE, Grantor and Grantee, in consideration of the terms and conditions contained in this Agreement and the attached Warranty Deed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each agrees as follows:

AGREEMENT

1. **Restrictions on the Property.** Upon acquiring the Property, Grantee hereby agrees that Grantee (and any successors or assigns of Grantee) shall never do or permit anyone else to do any of the following with regard to the Property, without the prior written consent of Grantor:
 - a. Sell, assign, mortgage, convey or otherwise transfer (or offer to sell, assign, mortgage, convey or transfer) any legal or equitable interest in all or any portion of the Property (including, without limitation, all improvements on the Property):
 - i. before the fifth (5th) anniversary of the Effective Date, or
 - ii. at any time during the term of this Agreement, to a third party that is not an individual, including, without limitation, any corporation, limited liability company, partnership or trust;
 - b. Lease or rent (including, without limitation, long-term rentals or leases or short-term rentals or leases such as VRBO, Airbnb or otherwise) all or any portion of the Property (including, without limitation, all improvements on the Property) at any time during the term of this Agreement; or
 - c. On or before December 31, 2035, live in any other residence other than the Property for more than a total of sixty (60) calendar days in a calendar year.

If Grantee (or any successor or assign of Grantee) violates any of the foregoing restrictions: (i) Grantee shall be in default under the terms of this Agreement, (ii) Grantee

shall immediately provide Grantor written notice of such default(s) (a "**Default Notice**"), and (iii) Grantee shall be subject to the option to purchase provisions set forth in Section 3 below.

2. Misrepresentation. Grantor agreed to convey the Property to Grantee, in part, based on information provided by Grantee in an application and other materials necessary to qualify for Grantor's home sale program (the "**Program**"). If Grantor, in Grantor's sole but reasonable discretion, determines that Grantee made a misrepresentation in (or omitted to state any fact with regard to) the information provided to Grantor in order to qualify for the Program and such misrepresentation or omission would have resulted in Grantee not qualifying for the program, Grantee shall be in default under this Agreement and Grantee subject to the option to purchase provisions set forth in Section 3 below.
3. Option to Purchase. Upon the occurrence of a default by Grantee under the terms of this Agreement, Grantor shall have an option to purchase the Property back from Grantee in an amount equal to the original Purchase Price for the Property (the "**Option**"). Grantor shall have sixty (60) calendar days after receipt of the Default Notice or the date upon which Grantor notifies Grantee of Grantor's knowledge of a default by Grantee (the "**Option Period**") to exercise the Option. Grantor shall exercise the Option by providing written notice to Grantee confirming Grantor's exercise of the Option (the "**Option Notice**"). If Grantor does not exercise the Option prior to the expiration of the Option Period, Grantor shall be deemed to waive the Option with regard to the specific default triggering such Option. Grantor is under no obligation to exercise an Option and the failure to exercise an Option in no way limits Grantor's ability to exercise a future Option.

If Grantor exercises the Option, the closing on the reacquisition of the Property by Grantor from Grantee shall occur, at Grantor's sole election, within ninety (90) calendar days after Grantor delivers the Option Notice.

4. Term and Termination. This Agreement and the restrictions herein shall apply to the Property and run with the land as of the Effective Date and continue until the earlier of the date (the "**Termination Date**"): (a) Grantor reacquires title to the Property from Grantee pursuant to the Option, (b) that is the thirtieth (30th) anniversary of the Effective Date, or (c) the Property is transferred by foreclosure (upon the expiration of all applicable redemption periods) or deed-in-lieu of foreclosure to Grantor or to any lender (or assignee of such lender) pursuant to any provision of a first-lien mortgage on the Property.
5. Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Wisconsin without regard to conflict of law provisions.
6. Successors and Assigns. This Agreement shall be binding upon the undersigned parties and each of their respective successors, assigns, executors and/or administrators.

7. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof (including those agreement specifically referenced and incorporated herein). No amendment or modification of this Agreement shall be binding unless in writing and signed by each party hereto (or their respective successors or assigns, as applicable).
8. Dates; Force Majeure. Time is of the essence as to all dates in this Agreement. However, if war, civil unrest, labor unrest, fire, flood, natural disaster, act of God, or similar circumstances beyond a party's reasonable control prevent timely performance of an obligation, the time for performance shall be extended by the amount of time performance is prevented. Notwithstanding anything in this Agreement to the contrary, if any deadline would fall on a weekend or holiday, then such deadline shall occur on the next following business day.
9. Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, by separate signature pages, signed electronically or otherwise and submitted in person or by mail (USPS, FedEx, UPS, etc.), facsimile or electronic mail. An electronic signature shall have the same force and effect as if it were an original, and all such counterparts, separate signature pages, and signatures (whether electronic or otherwise) together shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank with a signature page to follow.]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date.

GRANTOR:
Sheboygan County Economic Development Corporation

By: _____
Name:
Title:

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this _____ day of September, 2025, the above-named _____, the _____ of Sheboygan County Economic Development Corporation and acknowledged that he/she executed the foregoing instrument on behalf of such company by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission is/expires: _____

GRANTEE:

Name:

Name:

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this _____ day September, 2025, the above-named _____, and acknowledged that he/she executed the foregoing instrument on behalf of such company by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission is/expires: _____

DISCLAIMER

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT See Additional Provisions
IN THE City
(CITY) (VILLAGE) (TOWN) OF Sheboygan Falls, COUNTY OF Sheboygan
STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF August (MONTH) 18 (DAY), 2025 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. STRUCTURAL AND MECHANICAL

	YES	NO	N/A
B1. Are you aware of defects in the roof? Roof defects may include items such as leakage or significant problems with gutters or eaves.	☐	☒	☐
B2. Are you aware of defects in the electrical system? Electrical defects may include items such as <i>defects in solar panels and systems</i> , electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring.	☐	☒	☐
B3. Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)? Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system.	☐	☒	☐
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)? Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors.	☐	☒	☐
B5. Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property? Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code.	☐	☒	☐
B6. Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws? NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101).	☐	☒	☐
B7. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)? Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation.	☐	☒	☐
B8. Are you aware of defects in any structure on the property? Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation.	☐	☒	☐
B9. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property? Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale.	☐	☒	☐
B10. Are you aware of rented items located on the property such as a water softener or other water conditioner system <i>or water treatment system</i> , or other items affixed to or closely associated with the property? <i>Such items may include reverse osmosis systems, iron filters, or other filters.</i>	☐	☒	☐
B11. Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions?	☐	☒	☐
B12. Explanation of "yes" responses _____ _____ _____ _____			

C. ENVIRONMENTAL

	YES	NO	N/A
C1. Are you aware of the presence of unsafe levels of mold?	☐	☒	☐
C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property? NOTE: Specific	☐	☒	☐



federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.

	YES	NO	N/A
C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?	☐	☒	☐
C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	☐	☒	☐
C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations, <i>including infestations impacting trees</i> ?	☐	☒	☐
C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?	☐	☒	☐
C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	☐	☒	☐
C8. Explanation of "yes" responses _____			

D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

	YES	NO	N/A
D1. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water? Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety.	☐	☐	☒
D2. Are you aware of a joint well serving the property?	☐	☐	☒
D3. Are you aware of a defect related to a joint well serving the property?	☐	☐	☒
D4. Are you aware that a septic system or other private sanitary disposal system serves the property?	☐	☒	☐
D5. Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles.	☐	☐	☒
D6. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	☐	☒	☐
D7. Are you aware of 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.	☐	☐	☒
D8. Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)	☐	☒	☐
D9. Are you aware of defects in an "LP" tank on the property?	☐	☐	☒
D10. Explanation of "yes" responses _____			



E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	☒	☐	☐
E2. Are you aware that remodeling was done that may increase the property's assessed value?	☐	☒	☐
E3. Are you aware of pending special assessments?	☐	☒	☐
E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	☐	☒	☐
E5. Are you aware of any proposed construction of a public project that may affect the use of the property?	☐	☒	☐
E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	☐	☒	☐
E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?	☐	☒	☐
E8. Explanation of "yes" responses <u>Property may not be fully assessed. Actual real estate taxes for year of closing may include assessment for some or all of the new construction improvements, based on percentage of completion on January 1 of current year.</u>			

F. LAND USE

	YES	NO	N/A
F1. Are you aware of the property being part of or subject to a subdivision homeowners' association, or other homeowners' association?	☐	☒	☐
F2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	☐	☒	☐
F3. Are you aware of any zoning code violations with respect to the property?	☐	☒	☐
F4. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area?	☐	☒	☐
F5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building 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.	☐	☒	☐
F6. Are you aware of conservation easements on the property? 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.	☐	☒	☐
F7. Are you aware of restrictive covenants or deed restrictions on the property?	☒	☐	☐
F8. Other than public rights of ways, are you aware of 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?	☐	☒	☐
F8a. Are you aware of any private road agreements or shared driveway agreements relating to the property?	☐	☒	☐
F9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	☐	☒	☐
F10. 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. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	☐	☒	☐
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	☐	☒	☐

		YES	NO	N/A
	c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	☐	☒	☐
F11.	Is all or part of the property subject to or in violation of a farmland preservation agreement? 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 class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx for more information.	☐	☒	☐
F12.	Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	☐	☒	☐
F13.	Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	☐	☒	☐
F14.	Are you aware of 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.	☐	☒	☐
F15.	Are you aware there is not legal access to the property?	☐	☒	☐
F16.	Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.	☐	☒	☐
F17.	Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.	☐	☒	☐
F18.	Are you aware of a written agreement affecting riparian rights related to the property?	☐	☒	☐
F19.	Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator? Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.	☐	☒	☐
F20.	Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).	☐	☒	☐
F21.	Explanation of "yes" responses <u>F7 Protective Covenants and Restrictions, outlot sidewalk maintenance declaration, deed restrictions</u>			

G. ADDITIONAL INFORMATION

		YES	NO	N/A
G1.	Have you filed any insurance claims relating to damage to this property or premises within the last five years?	☐	☒	☐
G2.	Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?	☐	☒	☐
G2a.	Does the property currently have internet service? If so, who is your provider? _____	☐	☒	☐
G2b.	Does the property have an electric vehicle charging system and station or installed wiring for a future system or station? Is the system or station affixed to the property?	☐	☒	☐
G2c.	Does the property have accessibility features? If so, attach an Accessibility Features Report (see https://www.wra.org/Disabilities/).	☐	☒	☐
G3.	Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	☐	☒	☐
G3a.	Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?	☐	☒	☐



- G4. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.)
Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.
- G5. Are you aware of other defects affecting the property?
Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or material condition.
- G6. The owner has owned the property for 0 years.
- G7. The owner has lived in the property for 0 years.
- G8. Explanation of "yes" responses _____

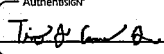
YES	NO	N/A
☐	☒	☐
☐	☒	☐

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

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

Owner 	Date <u>08/18/2025</u>
Owner _____	Date _____
Owner _____	Date _____
Owner _____	Date _____
Owner _____	Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

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

Person _____	Items _____	Date _____
Person _____	Items _____	Date _____
Person _____	Items _____	Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____	Date _____
Prospective buyer _____	Date _____
Prospective buyer _____	Date _____
Prospective buyer _____	Date _____
Prospective buyer _____	Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

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

**DECLARATION FOR OUTLOT
SIDEWALK MAINTENANCE**



DocId:8790330

Tx:4605266

2181970

SHEBOYGAN COUNTY, WI
RECORDED ON

08/08/2025 09:02 AM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

TRANSFER FEE:

EXEMPTION #

Cashier ID: 7

PAGES: 6

This Declaration for Outlot Sidewalk Maintenance (the "Declaration") is executed as of the 6th day of August, 2025 by **SHEBOYGAN COUNTY ECONOMIC DEVELOPMENT CORPORATION**, a Wisconsin non-stock, not-for-profit corporation, maintaining its principal office at 508 New York Ave Room 209, Sheboygan, Wisconsin 53081 (the "Developer") and the **CITY OF SHEBOYGAN FALLS**, a municipal corporation maintaining its principal office at 375 Buffalo Street, Sheboygan Falls, Wisconsin 53085 (hereinafter the "Declarant" or "City").

RECITALS

A. Developer is the owner of the Founders Point Neighborhood Subdivision situated in the City of Sheboygan Falls, Sheboygan County, Wisconsin, which consists of the lots and outlots more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Subdivision").

B. Developer developed the Subdivision with the support and assistance of the Declarant pursuant to the terms of the Development Agreement For Sheboygan County Economic Development Corporation, Inc. by and between the Developer and the Declarant dated October 28, 2022, as amended by the First Amendment To Development Agreement For Sheboygan County Economic Development Corporation, Inc. dated December 6, 2023, and as further amended by the Second Amendment to Development Agreement for Sheboygan County Economic Development Corporation, Inc. dated August 6, 2025 (the "Development Agreement").

C. Developer and Declarant desire and intend that the Owners, Occupants and Mortgagees and all others acquiring an interest in all or any of the lots of the Subdivision shall, during the term of this Declaration, hold their individual lots and interests subject to the terms, covenants, conditions, uses, privileges, and obligations hereinafter set forth.

DECLARATION

The Developer and Declarant declare that:

1. **Definitions.** The terms set forth in this Section 1 shall have the following meaning:

(a) **Municipality:** The City of Sheboygan Falls, Sheboygan County, Wisconsin.

(b) **Owner:** The person or persons, including any business organization or municipality, having the power to convey the fee simple title to any lot or lots or Outlots of the Subdivision.

(c) **Sidewalk:** The sidewalks or walking paths located on Outlot 1, Outlot 2, and Outlot 3 of the Subdivision fronting or adjoining the lots and dwellings of the Subdivision shall be treated and defined for purposes of this Declaration to be City streets and the sidewalks therein shall be subject to the requirements of § 285-2 of the municipal code of the City of Sheboygan Falls.

Recording Area

Drafted By and Return To:

Attorney Michael J. Bauer

HOPP NEUMANN HUMKE LLP

2124 Kohler Memorial Drive, Suite 310

Sheboygan, WI 53081

Electronically Returned

City of
Falls

2. **Utility Easement.** All of Outlot 1 and Outlot 3 are designated as public utility easements in favor of the City of Sheboygan Falls, the Sheboygan Falls Utilities, Wisconsin Public Service Corporation, AT&T, Charter Communications d/b/a Spectrum Communications, and their respective successors and assigns (the "Grantees"), for the purpose of permitting the Grantees to construct, install, operate, repair, maintain, and replace from time to time, facilities used in connection with sanitary and storm sewer services, municipal water service, overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon those areas on the Subdivision plat designated as "Utility Easement" areas, together with the right to install service connections upon, across within and beneath the surface of each Subdivision lot to serve improvements thereon, or on adjacent lots, including the right to trim or cut down trees, brush and roots as may be reasonably required to exercise the utility rights granted. Buildings, landscaping, or other structures shall not be placed over Grantees facilities, or in, upon or over the areas marked as "Utility Easement" areas without the prior written consent of the Grantees. After installation of any such facilities, the grade of Outlot 1 and Outlot 3 shall not be altered by more than four inches without written consent of Grantees.

3. **Parkland Dedication.** The Developer hereby grants and dedicates Outlot 1 and Outlot 3 to the City of Sheboygan Falls for public park purposes. The City of Sheboygan Falls hereby accepts and approves the dedication of Outlot 1 and Outlot 3 for public park purposes.

4. **Obligation of Developer.** Pursuant to the Development Agreement, the Developer, at its sole expense, shall be responsible for the initial grading, seeding, mulching and landscaping of Outlot 1 pursuant to a landscape plan approved by the City by not later than December 31, 2026, that shall include four (4) trees to be planted at each corner of Outlot 1. Thereafter, Declarant, in its sole discretion, shall be responsible for all lawn and landscaping maintenance and care of Outlot 1 including routine lawn mowing, fertilizing, tree, bush, and shrub trimming and replacement (the "Outlot 1 Maintenance Service"). Declarant, may hire or contract with private persons or companies to perform the Outlot 1 Maintenance Service, or at its option, may provide these services with its employees.

5. **Obligation of Lot Owners to Clean Outlot Sidewalks.** Each Subdivision lot owner, occupant, or person in charge, shall clear snow and ice from the Outlot 1, Outlot 2 and Outlot 3 sidewalks in front of or adjoining their lots in compliance with § 285-2 of the municipal code of the City of Sheboygan Falls, including all amendments thereto.

6. **Collection.** The right to enforce the Subdivision Lot owners' obligation to clean Outlot 1, Outlot 2 and Outlot 3 sidewalks is exclusively delegated to the City. The owner of a Lot, or any portion of a Lot, shall be personally obligated to clean Outlot 1, Outlot 2 and Outlot 3 sidewalks pursuant to Paragraph 5 above. All costs incurred by the City to clean the Outlot 1, Outlot 2 and Outlot 3 sidewalks and enforce the terms of this Declaration or § 285-2 of the City Code shall become and remain a lien upon the adjacent subdivision Lot, as a special charge pursuant to Wis. Stat. § 66.0627, until paid, with interest on the charges from the due date at the rate of one percent (1%) per month, twelve percent (12%) per year, for each month or portion of each month that the special charge is unpaid. The Declarant shall have the right to bring all actions and proceedings for the collection of the charges and for the enforcement of the liens securing the charges. Nothing in this Declaration shall prevent or impede the collection of lawful charges, taxes, or similar charges by the municipality. If an attorney is retained to enforce any delinquent sidewalk cleaning, reasonable attorney fees, court costs, and other costs incurred shall be added to and become a part of the lien.

7. **Covenants Run with Land.** All terms and conditions in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Declarant and its successors and assigns. Each Subdivision lot owner shall cease to have further liability under this Declaration with respect to facts or circumstances first arising after the owner has transferred its fee simple interest in a lot, except, however, for such obligations accrued during the owner's period of ownership of fee title to the lot.

8. Non-Use. Non-use or limited use of the easement rights granted in this Declaration shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Declaration.

9. Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Wisconsin.

10. Notices. All notices to any owner under this Declaration shall be delivered in person or sent by first class US mail, postage prepaid, at that owner's last known address. If the owner's current address is not known then the Declarant, desiring to send notice, may use the address to which the owner's property tax bills are sent. Any Owner may change its address for notice by providing written notice to the Declarant.

11. Invalidity. If any terms or condition of this Declaration, or the application of this Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver. No delay or omission by the Declarant or any Subdivision lot owner, or their heirs, successors, and/or assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Declaration shall impair any such right or power or be construed to be a waiver thereof. A waiver by the Declarant or any Subdivision lot owner, or their heirs, successors, and/or assigns, of any of the covenants, conditions or terms hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or term herein contained.

*(The remainder of this page intentionally blank;
signature pages to follow.)*

Dated: August 6, 2025.

DEVELOPER:

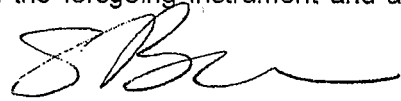
SHEBOYGAN COUNTY ECONOMIC
DEVELOPMENT CORPORATION, INC.

By: 
Donald C. Hammond, Chairperson

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
SHEBOYGAN COUNTY)

Personal came before me on 8-6, 2025, the above-named Donald C. Hammond, Chairperson, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Print Name: Stephanie J. Baus
Notary Public, State of Wisconsin
My Commission expires: 4-9-27

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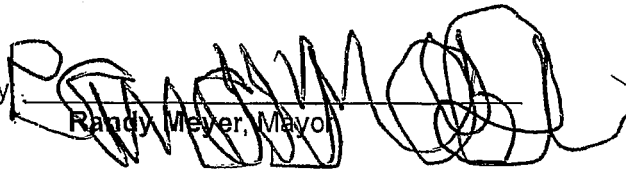


IN WITNESS WHEREOF, the City of Sheboygan Falls, as Declarant has executed this declaration effective as of the date recorded in the Sheboygan County Register of Deeds Office.

Dated: August 6, 2025.

DECLARANT:

CITY OF SHEBOYGAN FALLS

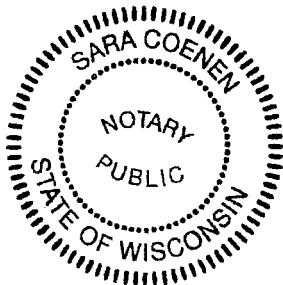
By: 
Randy Meyer, Mayor

By: Brianna Baesemann
Brianna Baesemann, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
SHEBOYGAN COUNTY)

Personal came before me on August 7, 2025, the above-named Randy Meyer, Mayor and Brianna Baesemann, Clerk, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Sara Coenen

Print Name: Sara Coenen
Notary Public, State of Wisconsin
My Commission expires: 12/26/2025

EXHIBIT A

Legal Descriptions

Lots 1 through 41, and Outlots 1, 2, and 3 of the Founders Pointe Neighborhood Subdivision, in the City of Sheboygan Falls, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Parcel Nos. for Lots 1 through 41:

59282-926101	59282-926121
59282-926102	59282-926122
59282-926103	59282-926123
59282-926104	59282-926124
59282-926105	59282-926125
59282-926106	59282-926126
59282-926107	59282-926127
59282-926108	59282-926128
59282-926109	59282-926129
59282-926110	59282-926130
59282-926111	59282-926131
59282-926112	59282-926132
59282-926113	59282-926133
59282-926114	59282-926134
59282-926115	59282-926135
59282-926116	59282-926136
59282-926117	59282-926137
59282-926118	59282-926138
59282-926119	59282-926139
59282-926120	59282-926140
	59282-926141

Parcel Nos. for Outlots

59282-926142
59282-926143
59282-926144

C:8407\350428.docx



EARNEST MONEY ESCROW AGREEMENT

Seller(s): Sheboygan Co Economic Development Corp Listing Agent:

Tara Hocevar Coldwell
Banker Werner & Assoc

Buyer(s): _____ Selling Agent:

Property Address: _____

A receipt will be provided upon receipt of the earnest money and this signed agreement.

The undersigned Seller(s) and Buyer(s) irrevocably authorize Escrow Agent to hold the Earnest Money for the above-referenced real estate transaction. Escrow Agent shall hold the Earnest Money in a non-interest bearing account and shall release the Earnest Money at the first of the following events:

- i. The closing of the sale of Property, as described in the Offer to Purchase;
- ii. Joint written instructions from Seller(s) and Buyer(s) to disburse the Earnest Money;
- iii. If there's a dispute between Seller(s) and Buyer(s) regarding the Earnest Money, then at Escrow Agent's sole discretion delivery of the Earnest Money to a court of competent jurisdiction; or
- iv. Entry and receipt by Escrow Agent of an order of a court of competent jurisdiction ordering Escrow Agent to deliver the Earnest Money to a named party.

Escrow Agent shall not be liable for: (i) any act or omission done in good faith under this Agreement, nor (ii) any loss arising out of loss or impairment of the Earnest Money in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension. Escrow Agent may receive ancillary benefits from the use of Earnest Money while held in escrow. Seller(s) and Buyer(s) agree to jointly and severally hold Escrow Agent harmless for all reasonable actions taken by Escrow Agent in accordance with this Agreement. Seller(s) and Buyer(s) further agree that any action in relation to an alleged breach of this Agreement by Escrow Agent shall be commenced within two years of the date of the breach, without regard to the date the breach is discovered. Any action not brought against Escrow Agent within that two-year time period shall be barred, without regard to any other limitations period set forth by law or statute, and Seller(s) and Buyer(s) hereby waive any statute of limitations to the contrary.

This Agreement may be executed in counterparts and when each party has executed a copy of this Agreement the executed copies taken together shall have the same force and effect as if executed in one document. Electronic signatures on this Agreement shall be deemed original signatures.

SELLER:

BUYER:

Name: _____ Name: _____
Phone: 920-846-9878 Phone: _____
Email: crowns@sheboygancountyedc.com Email: _____

Date: _____ Date: _____

SELLER: Sheboygan Economic Development BUYER:

Corp.

Name: _____ Name: _____
Phone: _____ Phone: _____
Email: crowns@sheboygancountyedc.com Email: _____

Date: _____ Date: _____

FOUNDERS POINTE TRANSACTION DETAILS

1. Buyer Name(s) as they would like it to appear on Deed: _____

2. Is Buyer married or single (circle one).
3. How Buyer will take title: _____ (for
example, tenants in common, survivorship marital property, etc.)
4. Property Address: _____
5. Sale Price: \$ _____
6. Earnest Money: \$ _____
7. Escrow Holdback (driveway/landscaping): \$ _____
8. Lender: _____
9. Mortgage Info: Interest Rate _____ Term _____ Loan Amount \$ _____
10. Marketing Info: Days on Market _____
11. Closing Date: _____
12. Buyer Phone Number: _____
13. Buyer Email Address: _____
14. Buyer Social Security Number: _____
15. Buyer Agent/Broker: _____
16. Buyer Agent/Broker Address: _____
17. Buyer Agent/Broker Phone Number: _____
18. Buyer Agent/Broker Email Address: _____
19. Broker Commission Details (who will get what payment at Closing and who pays):
List side Coldwell Banker Werner & Associates 1% (Seller pays)
Buyer side _____ 1.5% (Seller pays)
Additional Buyer Agency Commission _____ % (Buyer pays)

****PLEASE COMPLETE ALL BLANK INFORMATION AND EMAIL BACK TO
TARA@CBSHEBOYGAN.COM & SBAUS@ROHDEDALES.COM**