WB-13 VACANT LAND OFFER TO PURCHASE

1	LICENSEE DRAFTING THIS OFFER ON APPLICABLE (AGENT OF BUYER) (AGENT OF BUYER) (AGENT OF BUYER) STRIKE THOSE NOT APPLICABLE
2	(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
3	THOMPSONS THE BUYER, I HOWAYD N. THOMPSON DEATEN PRISON ENTEN PRIS
4	known as [Street Address] 117 1 47. SOUTH offers to purchase the Property
5	known as [Street Address] 171 1767. SOUTH
6	in the CVTY of LA CLOSSE County of County of Wisconsin (Insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
7	additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8	# PURCHASE PRICE: GEVEN FRANCING AND 2700
9	Dollars (\$ 7000.60). ■ EARNEST MONEY of \$ ✓/A accompanies this Offer and earnest money of \$ -600.00—
10	■ EARNEST MONEY of \$ → A accompanies this Offer and earnest money of \$ - 600.00—
11	will be mailed, or commercially or personally delivered within days of acceptance to listing broker or
12	CITY OF LA MOSSE
13	■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14	■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15	date of this Offer not excluded at lines 18-19, and the following additional items:
17	NOT INCLUDED IN PURCHASE PRICE:
	CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21	and will continue to be owned by the lessor.
	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
	included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
	AND AND A SAN AND AND AND AND AND AND AND AND AND A
25	■ ZONING: Seller represents that the Property is zoned: ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
	copies of the Offer,
	CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28	running from acceptance provide adequate time for both binding acceptance and performance.
29	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30	or before APML 13, 2016 Seller may keep the Property on the
31	market and accept secondary offers after binding acceptance of this Offer.
	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
33	OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34	OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35	OR ARE LEFT BLANK.
36	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
37	written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38	(1) <u>Personal Delivery</u> : giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39	named at line 40 or 41.
40	Seller's recipient for delivery (optional):
	Buyer's recipient for delivery (optional):
	× (2) Fax: fax transmission of the document or written notice to the following telephone number:
43	Seller: (608) 789-7368 Buyer: (608) 783-6098
44	mining (_) mining or complete to the modellier state of the complete to the modellier state of
45	commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
	delivery to the Party's delivery address at line 49 or 50.
47	(4) <u>U.S. Mail</u> : depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
	or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
	Delivery address for Seller:
	Delivery address for Buyer: P.O.BOX 243 ONAWSKA, WI \$4650
	(5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
	55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
	personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
	E-Mail address for Seller (optional):
	E-Mail address for Buyer (optional): Tom Th-thomps thenter Puses, com
	PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller
	constitutes personal delivery to or Actual Receipt by all Buyers or Sellers

	Property Address: Page 2 of 10, WB-13
50	OCCUPANCY Occupancy of the entire Preparts shall be given to the
60	Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61	free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62	with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.
63	PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no
64	notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65	Identified in the Seller's disclosure report dated which was received by Buyer prior to
66	Identified in the Seller's disclosure report dated which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
67	and
68	
69	
70	CLOSING This transaction is to be closed no later than LAL 2. 15 6/2
71	at the place selected by Seller, unless otherwise agreed by the Parties in writing. [CLOSING PRORATIONS] The following items, if applicable, shall be prorated at closing, based upon date of closing values:
72	CLOSING PROKATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values:
7.4	real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and
75	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
76	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77	Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
78	The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79	taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80	APPLIES IF NO BOX IS CHECKED)
81	Current assessment times current mill rate (current means as of the date of closing)
82	promption to the property of t
83	year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
84	CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
86	substantially different than the amount used for proration especially in transactions involving new construction,
87	extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor
	regarding possible tax changes.
89	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90	the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91	days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92	re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93	and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.
94	LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
	(written) (oral) STRIKE ONE lease(s), if any, are
97	Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.
98	GOVERNMENT PROGRAMS: Seller shall deliver to Buyer, withindays of acceptance of this Offer, a list of all
89	federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100	or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
	preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
	Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
	penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
	deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
	requirements, and/or amount of any penalty, fee, charge, or payback obligation.
	CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,
	as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller
	incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The
	Parties agree this provision survives closing.
111	MANAGED FOREST LAND: All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
	encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
	managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
	new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116	and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
	The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118	an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
	the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120	local DNR forester or visit http://www.dnr.state.wi.us .

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

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

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

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

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

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

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

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

160 DEFINITIONS

- 161 ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or 162 written notice physically in the Party's possession, regardless of the method of delivery.
- 163 CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are 164 defined to include:
- Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-ofservice wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

188 (Definitions Continued on page 5)

	Property Address:
189	IE I INE 400 IS NOT MADICED OD IS BADICED MA A INES OSS SES APPLA
	IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY. FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
191	Figure 1 AAL DOODAL OF COLUMN STATE OF THE COL
101	[INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within days of acceptance of this Offer. The financing selected shall be in an
192	amount of not less than \$ for a term of not less than \$ for a term of not less than \$
194	amount of not less than \$ for a term of not less than years, amortized over not less than years.
105	Initial monthly payments of principal and interest shall not exceed \$ Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
100	premiums. The mortgage may not include a prepayment premium. Purpos agrees to pay discount a sinternal for the contract may not include a prepayment premium.
100	premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
400	fee in an amount not to exceed % of the loan. If the purchase price under this Offer is modified, the financed amount,
190	unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
	monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
	CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.
201	FIXED RATE FINANCING: The annual rate of interest shall not exceed %.
202	ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed %. The initial interest
203 204	rate shall be fixed for months, at which time the interest rate may be increased not more than % per year. The maximum interest rate during the mortgage term shall not exceed %. Monthly payments of principal
205	and interest may be adjusted to reflect interest changes.
	If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
	526-534 or in an addendum attached per line 525.
	■ <u>BUYER'S LOAN COMMITMENT</u> : Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
	mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
	in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
	later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
	Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
	commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
	accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
	unacceptability.
216	CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
217	the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
	COMMITMENT TO SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
	ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.
	■ <u>SELLER TERMINATION RIGHTS</u> : If Buyer does not make timely delivery of said commitment, Seller may terminate this
	Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
	commitment.
	■ <u>FINANCING UNAVAILABILITY</u> : If financing is not available on the terms stated in this Offer (and Buyer has not already
	delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
	same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
	named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
	transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
	extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
	■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party
	in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
	sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
	written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
	contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
	and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
	appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.
	APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
	at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
	subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
	purchase price. This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to
	Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
	purchase price, accompanied by a written notice of termination.
	CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
	deadlines provide adequate time for performance.

245 DEFINITIONS CONTINUED FROM PAGE 3

- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
- Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- 265 V. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 W. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 Z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that 276 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- 279 DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as 286 closing, expire at midnight of that day.
- 287 DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.
- 295 CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.
- 286 m PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

- PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.
- 368 CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

370 EARNEST MONEY

- HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.
- 374 CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the 375 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special 376 disbursement agreement.
- 377 ** DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to 386 exceed \$250, prior to disbursement.
- EGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.
- DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.
- 402 **NOTICE ABOUT SEX OFFENDER REGISTRY!** You may obtain information about the sex offender registry and persons 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at 404 http://www.widocoffenders.org or by telephone at (608) 240-5830.

	Property Address: 717 7 5T Sq. LA CLOSSE, WI Page 8 of 10, WB-13
406 406 407	
409	that this Offer is primary. Buyer may not deliver notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.
411 412 413	occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except:
415 416	if "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.
418 419	** CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
421 422	provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
424	in this Offer, general taxes levied in the year of closing and
428	which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.
430 431	■ <u>TITLE EVIDENCE</u> : Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.
432 433 434	■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 437 438	coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449). # PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 441	lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate. TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 444 445 446	objections to title withindays ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceedingdays ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
448 449	objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer. SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this
451 452	Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 455 456 457	one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f). [ADDITIONAL PROVISIONS/CONTINGENCIES]
459 460	
462	

485 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and 466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the 467 defaulting party to liability for damages or other legal remedies. 468

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

	Property Address: 117 1th Sr. Sa Lacrasse, W					
503		Page 10 of 10, W8-13				
504 505	is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Defects. This Offer is further contingent upon a qualified independent inspector or independent.	Market and the second s				
508	(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up in written report resulting from an authorized discloses of inspection(s).	Defects. Buyer shall order the				
510	Inspection(s) shall be performed by a qualified independent inspector or independent qualified the	deadline specified at line 513.				
511	CAU I ION: Buyer should provide sufficient time for the primary inspection and/or any s	mo pany. 3pecialized inspection(s). as				
312	well as any lunow-up inspection(s).					
014	This contingency shall be deemed satisfied unless Buyer, withindays of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).					
516	CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the	ce requirement.				
517	Buyer had actual knowledge or written notice before signing this Offer. • RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have					
519	Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice	a light to cure the Defects. If				
520	buyers delivery of the Notice of Defects stating Seller's election to cure Defects: (2) curing	bor boon a ni stoeled ent p				
521	workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within	n 3 days prior to closing. This				
522	Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and writter	inspection report(s) and: (1)				
523	Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written	notice that Seller will not cure				
	or (b) Seller does not timely deliver the written notice of election to cure.					
525		is/are made part of this Offer.				
	ADDITIONAL PROVISIONS/CONTINGENCIES	ONFORMATION TO THE STATE OF T				
527 528	OFFICE SUBJECT to PEDPOSED HOME CONSTRUCTION ACCOUNTS IN	10 146 4 CABSE				
529	PROMISE PLOBRAM	10 THE OF COSSE				
530		Se COUNTY				
531	NEIGHBOLHOOD REVITACIZATION ACQUISITION AND DOMOGIT	on Grant				
532	often fusical to Aglanum of yourse yourn's results con	4m Hec.				
533	IF CACHOSSE COVERY GALATT NOT AVAILABLE, UTS OF LAWS &	proceeding for				
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535	This Offer was drafted by [Licensee and Firm]					
536	on Myc	1,2016				
537	(x) MM	4/1/16				
538	Buyer's Signature ▲ Point Name Here ➤ Thomas No Thomas	Date ▲				
	(X)	MANAGEMENT (AND SEPARATE PROSESSES AND SEPARATE SEPARATE SEPARATE SEPARATE SEPARATE SEPARATE SEPARATE SEPARATE				
540	Buyer's Signature▲ Print Name Here▶	Date ▲				
	EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of t					
542	Broker (by) SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENA	eteroden kreinden den det die der de				
543 ·	SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CO	NIS MADE IN THIS OFFER				
	THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT O					
546		oddraffining to the production and the company of t				
547	Seller's Signature▲ Print Name Here▶	Date ▲				
548						
549	(x)Seller's Signature ▲ Print Name Here ►	Date ▲				
550	This Offer was presented to Seller by [Licensee and Firm]					
551	onat	a.m./p.m.				
552 553	This Offer is rejected This Offer is countered [See attached counter Seller Initials ▲ Date ▲	Seller Initials ▲ Date ▲				
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CITY OF LA CROSSE PLANNING DEPARTMENT

HOUSING REHABILITATION PROGRAM

APPLICANT CONFLICT OF INTEREST STATEMENT*

CITY STAFF	POSITION	CHECK IF NO RELATIONSHIP	FAMILY (state relationship)	BUSINESS (state relationship)
Jason Gilman	Director, Planning & Dev			
Caroline Neilsen	Community Dev Admin	Ø		
Amy Peterson	Planning/Econ Dev Admin	Z		
Dawn Reinhart	Accounting Technician			
Kevin Clements	Housing Specialist	4		
Tim Kabat	Mayor	7		
REHAB COMMITTEE:				
Jai Johnson	Council member and chair	2		
Andrea Richmond	Council member			
Bob Seaquist	Council member	B		And the state of t
Gary Padesky	Council member			
Dempsey Miler	Council member		and the state of t	

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Dempsey Miler	Council member						
APPLICANT NAME: THOWAS N. THOWSON DBA T. N. THOMPSON ENTENFUSES							
APPLICANT SIZMATURE:							
DATE: 04-01-20	16		Managalan ayan gara dalah da	plant handler fight of the gradient attended to the company of the company and the company of th			
	cant must complete separate staten	nents.	*Per 24CFR	570.611			