

**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON October 18, 2023 [DATE] IS (AGENT OF BUYER)  
2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Sarah and Dylan Delagrave and/or assigns  
4 offers to purchase the Property known as La Crosse County Tax Parcel Numbers 17-10575-64 and 17-10575-63

5 \_\_\_\_\_  
6 \_\_\_\_\_ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-  
7 650, or attach as an addendum per line 676] in the City Onalaska of La Crosse County  
8 of La Crosse Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Two-Hundred-Eleven-Thousand and 00/100 Dollars (This Purchase Price is subject  
10 to the escalator clause found in the "Additional Provisions" section hereof Dollars (\$ 211,000.00)).

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: NONE

13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_

16 All personal property included in purchase price will be transferred by bill of sale or N/A

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 12-15) and the following: Seller's personal property

21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-  
25 34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to  
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without  
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but  
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;  
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;  
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage  
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler  
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and  
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
37 on or before October 31, 2023. Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

44 **CLOSING** This transaction is to be closed on or before December 31, 2023

45 \_\_\_\_\_ at the place selected by Seller,  
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state  
47 holiday, the closing date shall be the next Business Day.

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

52 **EARNEST MONEY**

53 ■ EARNEST MONEY of \$ N/A accompanies this Offer.

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

55 ■ EARNEST MONEY of \$ 1,000.00 will be mailed, or commercially, electronically

56 or personally delivered within 5 days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (listing Firm) (~~drafting Firm~~) (other identified as N/A

58 \_\_\_\_\_) **STRIKE THOSE NOT APPLICABLE**

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

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
 61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**  
 62 **disbursement agreement.**

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

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

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

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
 86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
 87 this Offer except: NONE

88 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
 89 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  
 90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
 92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in  
 93 Seller's disclosure report dated \_\_\_\_\_ and a Real Estate Condition Report, if applicable, dated  
 94 \_\_\_\_\_, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this  
 95 offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and \_\_\_\_\_

96 \_\_\_\_\_

97 \_\_\_\_\_

98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**  
 100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**  
 101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**  
 102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**  
 103 **rescission rights per Wis. Stat. § 709.05.**

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

105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and  
 106 bulges), basement or other walls.

107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,  
 108 fire safety, security or lighting.

109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving  
 110 the Property or any Defect related to a joint well serving the Property.

111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

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

114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or  
 115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously  
 116 on the Property; LP tanks on the Property or any defects in such LP tanks.

117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially  
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had  
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority  
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or  
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to  
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating  
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or  
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal  
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources  
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain  
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private  
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;  
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or  
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or  
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a  
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §  
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement  
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric  
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous  
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a  
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special  
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from  
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or  
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive  
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on  
176 lines 185-197 shall be deemed satisfied unless Buyer, within 30 days ("30" if left blank) after acceptance, delivers: (1)  
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Operation of an auto repair and towing service  
182 \_\_\_\_\_  
183 \_\_\_\_\_

184 **size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**  
185  **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
186 181-183.

187  **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190  **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or  
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for  
192 the following items related to Buyer's proposed use: Operation of an auto repair and towing service  
193 \_\_\_\_\_

194 \_\_\_\_\_ or delivering written notice  
195 cost of Buyer's proposed use described at lines 181-183.

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

198  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither  
199 stricken) obtaining the following, including all costs: a  **CHECK ALL THAT APPLY:**  rezoning;  conditional use permit;  
200  variance;  other \_\_\_\_\_ for the Property for its proposed use described at lines 181-183.  
201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller  
204 providing" if neither is stricken) a \_\_\_\_\_ survey  
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and  
206 prepared by a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's)  
207 (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres,  
208 maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible  
209 encroachments upon the Property, the location of improvements, if any, and: \_\_\_\_\_  
210 \_\_\_\_\_

211 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:  
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any  
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title  
215 policy.

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

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially  
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence  
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of  
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to  
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225  **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to  
226 Buyer within \_\_\_\_\_ days ("30" if left blank) after acceptance:  **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**  
227  Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.  
228  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which  
229 is consistent with representations made prior to and in this Offer.  
230  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property  
231 to be free and clear of all liens, other than liens to be released prior to or at closing.  
232  Rent roll.  
233  Other \_\_\_\_\_  
234 \_\_\_\_\_

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,  
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other  
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future  
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents  
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer  
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_ days ("5" if left  
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not  
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246  **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent  
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-  
248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**  
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material  
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage  
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating  
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which  
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 30 days ("30" if  
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice  
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

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

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

- 264 (1) delivering written notice to Buyer within 10 ("10" if left blank) days after Buyer's delivery of the Notice of  
265 Defects stating Seller's election to cure Defects;
- 266 (2) curing the Defects in a good and workmanlike manner; and
- 267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site  
269 Assessment report and:

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

271 (2) Seller has a right to cure but:

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

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

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")  
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the  
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the  
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of  
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any  
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property  
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment  
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the  
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites  
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site  
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American  
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,  
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**  
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**  
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**  
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**  
291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

307  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which  
309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
311 an inspection of \_\_\_\_\_

312 \_\_\_\_\_  
313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,  
315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified  
316 independent inspector or independent qualified third party.

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

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

320 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance, delivers  
321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)  
322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

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

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual  
325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**  
327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
329 **of the premises.**

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

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

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to  
333 cure Defects;

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

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

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

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

338 (2) Seller has a right to cure but:

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

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

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written

343 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described  
344 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

345 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
346 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_.

347 Buyer acknowledges that lender's  
348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
349 to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loan  
350 sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached  
351 per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
353 lender's appraiser access to the Property.

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

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.**358  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.359  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.

360 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

361 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.**362 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

363 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

364 (1) signed by Buyer; or

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

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

367 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**368 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.369 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.370  **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

371 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

372 (2) the Deadline for delivery of the loan commitment set on line 344

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

374 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

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

376 (2) \_\_\_\_\_

377 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

382 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
417 appraisal report and:

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

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

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

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

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

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
432 association assessments, fuel and NONE

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

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

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

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

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

441  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).  
443

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

448  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
449 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  
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,  
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and  
460 NONE

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

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

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

472 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or



476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-  
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
479 or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date  
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens  
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

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

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

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

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
502 (written) (oral) **STRIKE ONE** lease(s), if any, are NONE. There are no current leases for the Property

503

504 \_\_\_\_\_ . Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than \_\_\_\_ days ("7" if left blank) before closing, estoppel  
506 letters dated within \_\_\_\_ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,  
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease  
508 or tenancy.

#### 509 **DEFINITIONS**

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

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

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

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

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

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

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

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
530 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.

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

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

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

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
544 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  
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
548 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  
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
555 the Property.

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

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in  
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current  
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

567 If Buyer defaults, Seller may:

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

571 If Seller defaults, Buyer may:

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

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

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

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

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

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
595 amount of any liability assumed by Buyer.

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

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers  
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
606 Offer and proceed under lines 571-578.

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

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §  
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES** In the event that Seller receives a bona fide offer to purchase for the Property  
621 from a third party, the Purchase Price under this Commercial Offer to Purchase shall increase to One-Thousand and 00/100  
622 Dollars (\$1,000.00) higher than the Purchase Price contained in said third party, bona fide Offer to Purchase. Notwithstanding  
623 the foregoing, the Purchase Price under this Commercial Offer to Purchase shall not exceed Five-Hundred-Thousand and  
624 00/100 Dollars (\$500,000.00). Seller shall provide a copy of said third party, bona fide Offer to Purchase prior to this clause  
625 causing an increase in the Purchase Price hereunder.

626 \_\_\_\_\_  
627 \_\_\_\_\_  
628 Buyer may unilaterally assign all its rights and obligations under this Commercial Offer to Purchase to an LLC of its choosing,  
629 provided that said LLC is under the control of the Buyer.

630 \_\_\_\_\_  
631 \_\_\_\_\_  
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651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange  
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The  
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a  
654 result of the exchange.

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
659 660 or 661.

660 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

661 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

662  (2) **Fax**: fax transmission of the document or written notice to the following number:  
663 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_)

664  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a  
665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
666 address at line 669 or 670.

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

669 Address for Seller: \_\_\_\_\_

670 Address for Buyer: \_\_\_\_\_

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

672 Email Address for Seller: \_\_\_\_\_

673 Email Address for Buyer: sarah@delsinc.com w/ copy to mmk@haleskemp.com

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

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

677 This Offer was drafted by [Licensee and Firm] Attorney Matt Klos

678 Buyer Entity Name (if any): \_\_\_\_\_

679 (x) *Sarah Delagrave* 10/20/23  
680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Sarah Delagrave and/or assigns Date ▲

681 (x) *Dylan Delagrave* 10/20/23  
682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Dylan Delagrave and/or assigns Date ▲

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

688 Seller Entity Name (if any): City of La Crosse

689 (x) \_\_\_\_\_  
690 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

691 (x) \_\_\_\_\_  
692 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

695 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**WB-40 AMENDMENT TO OFFER TO PURCHASE**

**CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer. Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.**

1 Buyer and Seller agree to amend the Offer dated October 18, 2023, and accepted October 10, 2023, for  
2 the purchase and sale of real estate at La Crosse County Tax Parcel Numbers 17-10575-64  
3 and 17-10575-63, Wisconsin as follows:

4 Closing date is changed from \_\_\_\_\_, to \_\_\_\_\_,  
5 Purchase price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

6 **Other: Buyer has received and understood La Crosse Common Council Resolutions 23-0805 adopted August**  
7 **10, 2023 and the draft resolution No. 23-1367, and Buyer agrees explicitly and specifically to each and all**  
8 **terms and conditions of same, including that the Buyer shall strictly follow all design standards of the**  
9 **covenants for the neighboring International Business Park, and submits hereby to the City for all**  
10 **determinations and enforcement consistent therewith.**

11  
12 **Buyer Further agrees to execute a Development Agreement with the City which regards the above standards**  
13 **and other development requirements for the lot. The Development Agreement shall be in substantially the**  
14 **form attached. Buyer understands that this Offer is contingent upon final approvals of the City, including**  
15 **approval of Resolution 23-1367 and the Development Agreement. Buyer agrees that the final form of the**  
16 **Resolution and Development Agreement may vary slightly and shall have no objection to minor changes to**  
17 **same.**

18  
19 **Buyer understands that the property is subject to a Pipeline Easement recorded April 6, 1964 in the La Crosse**  
20 **County Register of Deeds Office as Document No. 750691, has reviewed the document, and shall waive any**  
21 **objection to its terms or effect on title to the property. Buyer also understands the parcel numbers are being**  
22 **combined and waives any objection to same.**

23  
24  
25  
26

27  
28 **Common Council Resolutions 23-0805 and 23-1367; draft**  
29 The attached **development agreement, Pipeline Easement** is/are made part of this Amendment.  
30 **ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.**  
31 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party  
32 offering the Amendment on or before \_\_\_\_\_ (Time is of the Essence). Delivery  
33 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise  
34 provided in this Amendment.

35 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**  
36 **delivery as provided at lines 30-33.**

37 This Amendment was drafted by \_\_\_\_\_ on \_\_\_\_\_  
Licensee and Firm ▲ Date ▲

38 This Amendment was presented by \_\_\_\_\_ on \_\_\_\_\_  
Licensee and Firm ▲ Date ▲

40  
41 (x) Sarah Delagrave 12/19/23 (x) [Signature] 12/19/2023  
42 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲  
Print name ▶ Sarah Delagrave Print name ▶  
43 (x) Dylan Delagrave 12/19/23  
44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲  
Print name ▶ Dylan Delagrave Print name ▶

45  
46 This Amendment was rejected \_\_\_\_\_ Party Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_ Party Initials ▲ \_\_\_\_\_ Date ▲

Resolution declaring certain properties located on Kinney Coulee Rd, parcels 17-10575-64 and 17-10575-63, as surplus property.

RESOLUTION

WHEREAS, the City of La Crosse owns parcel 17-10575-64 and 17-10575-63 located on Kinney Coulee Rd; and

WHEREAS, there has been expressed private interest in purchasing the property; and

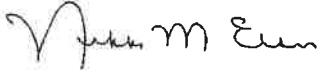
WHEREAS, the City does not have need for these properties and would like to offer the properties for sale.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the aforementioned parcel is declared surplus and will be offered for sale at a price determined by the City's Lead Appraiser.

BE IT FURTHER RESOLVED that the Director of Planning, Development and Assessment, Board of Public Works, and Director of Finance are hereby authorized to take any and all steps to effectuate this resolution.

---

I, Nikki M. Elsen, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse on August 10, 2023.



*Nikki M. Elsen, WCMC, City Clerk  
City of La Crosse, Wisconsin*



Resolution approving the sale of City owned surplus properties on Kinney Coulee Rd, consisting of parcel 17-10575-64 and 17-10575-63, to Sarah and Dylan Delagrave.

**RESOLUTION**

WHEREAS, in August 2023, the Common Council declared this land to be surplus via resolution #23-0805; and

WHEREAS, on 10-26-23, the Board of Public Works agreed to move forward with an offer from Sarah and Dylan Delagrave in the amount of \$211,000.00; and

WHEREAS, the following conditions of the sale have been agreed upon by the Board of Public Works and Sarah and Dylan Delagrave:

- Sarah and Dylan Delagrave commit to commence construction of the development of this property by March 2025 and complete construction by November 2025.
- Sarah and Dylan Delagrave agree to comply with the City's commercial design review standards for the development, and furthermore adhere to the design standards in the covenants for the International Business Park, which neighbors this property.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse hereby authorizes the sale of the land on Kinney Coulee Rd, consisting of parcel 17-10575-64 and 17-10575-63, to Sarah and Dylan Delagrave for the amount of \$211,000.00 with the following conditions:

- Sarah and Dylan Delagrave commit to commence construction of the development of this property by March 2025 and complete construction by November 2025.
- Sarah and Dylan Delagrave agree to comply with the City's commercial design review standards for the development, and furthermore adhere to the design standards in the covenants for the International Business Park, which neighbors this property.

BE IT FURTHER RESOLVED that proceeds from the sale shall be deposited into General Revenue-Sale of Land.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the City Engineer, Finance Director, Parking Utility, and Board of Public Works are hereby authorized to effectuate this resolution.

## PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Stanley Sanwiok and Helen Sanwiok, his wife

hereinafter referred to as Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby bargain, sell, grant, remise and relinquish unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, and to its successors and assigns, the right, privilege and easement to construct, maintain and operate a pipeline, and appurtenances thereto, across and through a strip of land fifty feet (50') in width across the following described lands situated in the County of LaCrosse and State of Wisconsin, to-wit:

Parcel 1. The West two (2) rods of the Southwest Quarter of the Southwest Quarter (SW/4 of SW/4) of Section 12, Township 16 North, Range 7 West

Parcel 2. The Northeast Quarter of the Southwest Quarter (NE/4 of SW/4) of Section 12, Township 16 North, Range 7 West



TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, together with the right of ingress to and egress from said premises across the adjacent lands of the Grantor for the purposes of constructing, inspecting, repairing, maintaining, replacing, re-sizing, or removing the property of the Grantee located thereon at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for agricultural purposes, pasturage, or other purposes not inconsistent with or detrimental or dangerous to the uses and facilities of the Grantee.

It is further agreed as follows:

(1) That the centerline of the easement strip conveyed hereby is described as follows:

Parcel 1. Commencing at a point on the West line of said Section 12, 680 feet North of the Southwest corner of said section; thence bearing North 81 degrees 32 minutes East a distance of 34 feet and there leaving the property at a point 33 feet East and 685 feet North of the Southwest corner of said Section 12.

Parcel 2. Commencing at a point 1,320 feet North and 1,235 feet West of the South Quarter (S $\frac{1}{4}$ ) corner of said Section 12; thence bearing North 60 degrees 10 minutes East a distance of 1,193 feet; thence bearing North 1 degree 11 minutes West a distance of 726 feet and there leaving the property at a point on the West Quarter (W $\frac{1}{4}$ ) line of Section 12 a distance of 250 feet West of the center of said Section 12.



(2) That the Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary cultivation of the soil.

(3) That Grantee will pay to Grantor any damages caused to Grantor's growing crops, trees, shrubbery, fences or buildings by the operation or maintenance of Grantee's pipeline.

(4) That the rights of the Grantee may be assigned in whole or in part.

(5) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; that the agent of the Grantee accepting the delivery hereof has no right or authority to modify the provisions hereof either in writing or orally; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 1st day of April, 1964.

Stanley Sanwick  
Stanley Sanwick  
Helen Sanwick  
Helen Sanwick

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This instrument drafted by:  
Robert L. Goeken  
Robert L. Goeken

ACKNOWLEDGMENT

STATE OF WISCONSIN ; SS.  
COUNTY OF LACROSSE

Before me, [Signature], a Notary Public in and for said County and State, on this 1st day of April, 1964, personally appeared Stanley Sanwick and Helen Sanwick, and his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and notarial seal on the day and year above written.

My Commission expires: 6-12-1966

[Signature]  
Notary Public  
C. E. Backus



STATE OF WISCONSIN ; SS.  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and notarial seal on the day and year above written.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF WISCONSIN ; SS.  
COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, hereby certify that \_\_\_\_\_ who \_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered said instrument as \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

\_\_\_\_\_  
(Title)

STATE OF WISCONSIN ; SS.  
COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, hereby certify that \_\_\_\_\_ who \_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered said instrument as \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

RECORDED  
APR - 6 1964  
AT 9:00 A.M.  
EVERETT H. RUNCE  
REGISTER OF DEEDS

\_\_\_\_\_  
(Title)

**DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS  
AND OTHER MATTERS RELATING TO PARCELS 17-10575-64 AND 17-10575-63  
A DEVELOPMENT IN THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN**

**THIS DEVELOPMENT AGREEMENT** (the “**Agreement**”) is made and entered into by and between Sarah Delagrave and Dylan Delagrave, and/or their approved assigns (“**Developer**”), and the City of La Crosse, a body corporate and politic, with its principal business office located at 400 La Crosse Street, La Crosse, WI 54601 (“**City**”).

**RECITALS**

**WHEREAS**, the Developer has received approval from the City as set forth in City Common Council Resolution Nos. 23-0805 and 23-1367, of a development to be known to be consisting of parcel 17- 10575-64 and 17-10575-63 and further legally described on **Exhibit 2** attached hereto (the “**Development**”) and located on Kinney Coulee Road in the City of La Crosse, La Crosse County, Wisconsin (“**Property**”). Developer wishes to enter this Agreement to satisfy conditions of the City Board’s approval and shall thereafter promptly proceed with recording of the Property;

**WHEREAS**, the City seeks to protect the health, safety, and general welfare of the community and thereby to limit the harmful effects of substandard developments, including premature development which leaves property undeveloped and unproductive;

**WHEREAS**, the City requires the Developer to comply with La Crosse International Business Park standards and covenants, and Developer agrees to do so, agreeing that the Property is located next to but not in the International Business Park;

**WHEREAS**, the purpose of this Agreement includes, but is not limited to, the avoidance of harmful consequences of land development and is made for the mutual benefit of the Developer and the City in order to assure compliance with City Ordinances and standards;

**WHEREAS**, the Developer acknowledges that the City will be injured in the event of the Developer’s failure to fully and completely perform the requirements of this Agreement; and

**WHEREAS**, the parties acknowledge and agree that the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the City Ordinances, waive the right to contest the terms of the Agreement, and agree to be bound hereto, all as set forth in the Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. **COMPLIANCE WITH LAW.** When performing its obligations under this Agreement, the Developer shall comply with all terms of this Agreement, relevant laws, ordinances, and regulations in effect, as promulgated by all governmental bodies having jurisdiction thereover. In the event of a conflict among the requirements, the stricter provisions shall control.
2. **FEES PAYABLE PRIOR TO CONSTRUCTION.** The Developer agrees to pay the City for

construction of any improvements to the Property.

3. **DEVELOPER TO REIMBURSE THE CITY FOR COSTS SUSTAINED.** In addition to any escrow arrangement required by the City pursuant to its customary practice for administering development projects, the Developer shall reimburse the City for its actual cost of design, inspection, testing, construction, and associated legal and other fees associated with the Development. The City's costs shall be determined as follows: All costs and expenses incurred by City in connection with the Development, including, but not limited to, the cost of professional services incurred by the City for the review and preparation of required documents, attendance at meetings or other related professional services. Unless the amount totals less than \$50.00, the City shall bill the Developer monthly for expenses incurred by the City. Bills outstanding for more than thirty (30) days shall accrue interest at the rate of one percent (1%) per month.

4. **DEVELOPER'S REPRESENTATIONS AND WARRANTIES.**

(a) **Authority.** The Developer has received all required approvals to enter into this Agreement and the signatures below shall bind the Developer. The Developer represents and warrants to the City that the execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby constitutes a legal, valid and binding agreement of the Developer, enforceable against it. The Developer represents and warrants to the City that there are no lawsuits filed or pending to the knowledge of the Developer or threatened against the Developer that may in any way jeopardize the ability of the Developer to perform its obligations hereunder.

(b) **Quality of Work.** All work performed under the provisions of this Agreement shall be done in a workmanlike manner in accordance with prevailing standards in the construction industry and the Subdivision Regulations of the City as directed by the City Engineer.

(c) In addition to, and not to the exclusion or prejudice of, any other provision of this Agreement, the parties shall indemnify and hold harmless each other, each other's its officers, agents and employees (collectively, the "Indemnitees"), and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, attorneys' fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from the work performed or the responsibilities of the party responsible for construction pursuant to this Agreement, expressly including, though not limited to, negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the responsible party or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, and including claims arising under any federal, state or local law, including Worker's Compensation laws and including negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the responsible party or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect. This indemnity does not apply to any claims arising out of any willful acts or omissions, gross negligence or bad faith of any of the Indemnitees, except to the degree that causation of such claim is not due to such acts, omissions, negligence or bad faith.

(d) If a claim is made against the City related to work performed by the Developer or the responsibilities of the Developer under this Agreement, the City agrees that it shall, within ten (10)

days of its notice thereof, notify the Developer and any liability insurance carrier, which has been designated by the Developer. The Developer shall thereafter provide full cooperation in defense of the claim. The Developer shall, at the option of the City, defend any claim on behalf of the City in which case the Developer or its insurer is authorized to act on behalf of the City in responding to any claim to the extent of this indemnity. Such authorization includes the right to investigate, negotiate, settle and litigate any such claim and control of the defense thereof subject to the approval of the City.

**5. COVENANTS AND RESTRICTIONS; STORMWATER MANAGEMENT AGREEMENT; TRANSFER RESTRICTIONS ON SALES; OTHER LEGAL DOCUMENTS.**

**(a) Declaration of Covenants, Conditions and Restrictions.**

- i. The Developer shall at all times prior to, during and following construction, comply with and furthermore adhere to the design standards in the covenants for the International Business Park, which neighbors the Property (“Covenants”). Developer shall receive City Plan Commission approval for the development’s design plans prior to construction of the development.
- ii. Developer shall comply with all City commercial design review standards and the City’s review of same. Should Developer encumber the Property with covenants, conditions or restrictions, same shall be submitted to the City for review and approval if satisfactory to the City Attorney.
- iii. The above referenced Covenants are hereby incorporated into, agreed to and adopted by Developer as covenants which run with the land, inuring to the benefit of the City and the Business Park neighboring properties. However, nothing herein incorporates this Property into the International Business Park, implies or grants voting rights or other rights appurtenant to lots in the international Business Park, or subjects this Property to any association of owners of the International Business Park.

**(b) Restrictions on Transfer Of Lots Prior to Completed Construction.** The Developer agrees not to convey the Property to third parties without the consent of the City, or until the construction of the agreed project is complete.

**(c) Additional Matters.** Other legal documents required for this Development shall be as specified on **Exhibit 2.**

**6. GENERAL CONDITIONS.**

**(a) No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. Nor does the City warrant by this Agreement that the Developer is entitled to any other required approvals. Except as otherwise provided in this Agreement, the City shall have no duty to issue building permits for construction or reimburse the Developer within any Phase

**(b) No Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City’s failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer.

**(c) City Rights Retained.** The City does not hereby waive, and expressly retains, its right to

governmental immunity and other defenses that may be available to the City. The obligations set forth herein are not intended to, and shall not be interpreted to, limit the City's insurance coverage or other similar protections. To the extent not expressly contracted in this Agreement, the City retains and expressly reserves its legislative discretion.

(d) **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the City and the Developer.

(e) **Default.** A default is defined herein as the Developer's breach of, or failure to comply with, the terms of this Agreement. The City reserves to itself all remedies available at law or equity as necessary to cure any default. Remedies shall include, but not be limited to, stopping all construction in the approved final Property and prohibiting the transfer or sale of Lots. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

(f) **Entire Agreement.** The purchase agreement, this written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Developer and the City with reference to development of the Property.

(g) **Attorney Fees.** If the City is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if the City substantially prevails in the litigation or arbitration, the Developer shall pay all City costs, including reasonable attorney fees and expert witness fees.

(h) **Time.** For the purpose of computing the commencement, abandonment and completion periods, and time periods for City or Developer action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or City from performing their/its obligations under the Agreement. The Developer agrees to complete the construction of the project as described in the Phasing Plan. If there are unexpected delays, Developer must first apply for a written extension from the City, which shall not be unreasonably withheld. It shall be the responsibility of the Developer to notify the City promptly in writing of any delays whether anticipated or experienced. Projects not fully completed within four years from the date of this Agreement shall be considered breach of this Agreement and the City shall have the right to repurchase the parcels at the price originally sold to Developer, less any fees, costs or amounts due to the City by Developer per this Agreement or otherwise, in addition to any other remedies of the City hereunder. Such right of repurchase shall survive this agreement and if it should be exercised hereunder, such repurchase shall take place within 60 days at the City's option.

(i) **Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

(j) **Benefits.** The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors and assigns of the Developer.

(k) **Notice.** Any notice required or permitted by this Agreement shall be deemed effective

when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified mail and return receipt requested, and addressed as follows:

If to Developer: \_\_\_\_\_

If to City: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_

(l) **Recordation.** The City may record this Agreement or a memorandum of this Agreement in the La Crosse County Register of Deeds Office.

(m) **Effective Date.** This Agreement shall be effective as of the date and year executed by both parties.

(n) **Exhibits.** The following exhibits are attached hereto and incorporated by reference:

- Exhibit 1 – Phasing Plan
- Exhibit 2 – Legal Description

*[SIGNATURES ON FOLLOWING TWO PAGES]*  
*[EXHIBITS INCORPORATED BY REFERENCE]*

Executed in La Crosse County, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Attest: \_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ of the \_\_\_\_\_, respectively, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as such officers by the City's authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_



Executed in La Crosse County, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**DEVELOPER**

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

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF LA CROSSE )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

***This instrument drafted by:***

Ryan R. Seib  
Assurity Legal LLC  
2809 Fish Hatchery Road, Suite 201  
Madison, WI 53713

**EXHIBIT 1  
PHASING PLAN**

<b>PHASE</b>	<b>LOTS</b>	<b>COMMENCE</b>	<b>COMPLETE</b>
1			

Changes to the Phasing Plan *require approval of the City Board*. Changes without City approval shall be deemed a breach of the Agreement by the Developer.

DRAFT

**EXHIBIT 2  
LEGAL DESCRIPTION**

DRAFT