

# TOWN OF NEW GLARUS

## SPECIAL TOWN MEETING OF THE ELECTORATE MONDAY, NOVEMBER 28, 2022, 6:00 PM AGENDA

NOTICE IS HEREBY GIVEN that a Special Town Meeting of the Electorate and Public Hearing for the consideration of Town borrowing and the authorization for the Town Board to purchase real estate, County of Green, will be held at the Town Public Works Garage, 200 Railroad Street, New Glarus, WI on Monday, November 28, 2022 at 6:00 PM.

### AGENDA

1. Call to Order
2. Proof of Posting
3. Discussion and Action to Authorize Town Board to Borrow \$1.4 million for the Purchase of Real Estate
4. Discussion and Action to Authorize Town Board to Purchase Real Estate: Parcel 23024 0124.0000  
Containing Approximately 99.4700 Acres, More or Less, Located at W6599 State Highway 39
5. Adjourn

**Note:** Members of the Town Board may engage in discussion and information sharing in their capacity as Town Board members at the Special Town Meeting, but no action of the Town Board will be taken until the Special Town Board Meeting to follow adjournment of the Special Town Meeting.

Posted: 11/08/2022  
Published: 11/17, 11/24/22

New Glarus Town Hall  
New Glarus Garage  
New Glarus Post Office  
<https://townofnewglarus.com/>

Chris Narveson, Chair  
New Glarus Town Board

John Wright  
Clerk-Treasurer

Persons requiring additional services to participate in a public meeting may contact the Town Clerk for assistance at 527-2390.

# TOWN OF NEW GLARUS

STATE OF WISCONSIN

Town of New Glarus

Green County

The town meeting of the Town of New Glarus, Green County, Wisconsin, by a majority vote of the eligible electors voting at a special town meeting, with notice, assembled and voting, resolves and orders as follows:

The Town Board of the Town of New Glarus is authorized to borrow, for town public purposes, \$1,400,000 for the purchase of real estate, as described below

Part of the East Half (E 1/2) of Section Seventeen (17), Township Four (4) North, Range Seven (7) East, described as follows: Commencing at the Northeast corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 17, running thence South 3 chains and 75 links, thence South 86°45' West 12 chains, thence South 5°15' West 16 chains and 62 links. thence North 74°30' West 4 chains and 50 links. thence South 25°30' West 23 chains and 40 links, thence North 72°15' West 13 chains and 50 links, thence North 38 chains to the Northwest corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 17, thence South 88°15' East 40 chains and 72 links to the place of beginning. containing 98.72 acres. more or less.

Also, the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section Seventeen (17), Township Four (4) North, Range Seven (7) East, containing 40.84 acres. Except: Lot One and Lot Two of Certified Survey Map 3950, recorded in Vol. 15 of Certified Survey Maps of Green County on Page 214, being part of the Northeast and Southeast Quarters of the Northeast Quarter of Section 17, Town 4 North, Range 7 East, Town of New Glarus, Green County, Wisconsin. Includes the vacated Town Road Hayes Lane.

This Resolution is limited to the subject and purpose stated in the Resolution. It shall not be construed as authorizing any other action by the Town.

The Town Clerk shall properly post or publish this resolution as required under § 60.80, Wis. Stats., within 30 days of the below-noted adoption date.

Adopted this 28th day of November, 2022.

Number of town electors authorized to vote \_\_\_\_\_

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Not voting \_\_\_\_\_

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Chris Narveson, Town Chair

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John Wright, Clerk-Treasurer



# TOWN OF NEW GLARUS

STATE OF WISCONSIN

Town of New Glarus

Green County

The town meeting of the Town of New Glarus, Green County, Wisconsin, by a majority vote of the eligible electors voting at a special town meeting, with notice, assembled and voting, resolves and orders as follows:

The Town Board of the Town of New Glarus is authorized to exercise the right to purchase, for town public purposes, the following real property in the Town, specifically described as:

Part of the East Half (E 1/2) of Section Seventeen (17), Township Four (4) North, Range Seven (7) East, described as follows: Commencing at the Northeast corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 17, running thence South 3 chains and 75 links, thence South 86°45' West 12 chains, thence South 5°15' West 16 chains and 62 links. thence North 74°30' West 4 chains and 50 links. thence South 25°30' West 23 chains and 40 links, thence North 72°15' West 13 chains and 50 links, thence North 38 chains to the Northwest corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 17, thence South 88°15' East 40 chains and 72 links to the place of beginning. containing 98.72 acres. more or less.

Also, the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section Seventeen (17), Township Four (4) North, Range Seven (7) East, containing 40.84 acres. Except: Lot One and Lot Two of Certified Survey Map 3950, recorded in Vol. 15 of Certified Survey Maps of Green County on Page 214, being part of the Northeast and Southeast Quarters of the Northeast Quarter of Section 17, Town 4 North, Range 7 East, Town of New Glarus, Green County, Wisconsin. Includes the vacated Town Road Hayes Lane.

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Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Not voting \_\_\_\_\_

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Chris Narveson, Town Chair

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John Wright, Clerk-Treasurer



**WB-12 FARM OFFER TO PURCHASE**

1 **LICENSEE DRAFTING THIS OFFER ON** October 13, 2022 **[DATE] IS (AGENT OF BUYER)**  
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**  
3 The Buyer, Town of New Glarus,  
4 offers to purchase the Property known as Pertzborn Kratz Farm  
5 2302401240000 in Section 17; legal description is on Addendum 1.  
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 759-772, or  
7 attach as an addendum per line 794] in the Town of New Glarus,  
8 County of Green Wisconsin, on the following terms:  
9 **[PURCHASE PRICE]** The purchase price is One Million, Three Hundred Fifty Thousand  
10 Dollars (\$1,350,000.00).  
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 17-19), and the following additional items:  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 **NOTE: Annual crops are not part of the purchase price unless otherwise agreed.**  
16 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at  
17 lines 12-14) and the following: Personal property and farm equipment of the Seller and the Seller's  
18 tenants.  
19 \_\_\_\_\_  
20 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**  
21 **or not included.**  
22 **CAUTION: Identify Fixtures that are on the Property (see lines 24-36) to be excluded by Seller or that are rented**  
23 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**  
24 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or improvements  
25 so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without  
26 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not  
27 limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades;  
28 curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters, water  
29 softeners and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas and satellite dishes  
30 (but not the component parts); audio/visual wall mounting brackets (but not the audio/visual equipment); garage door openers and  
31 remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component  
32 parts; built-in appliances; ceiling fans; fences; in-ground pet containment systems, including receiver components; storage buildings  
33 on permanent foundations and docks/piers on permanent foundations; perennial crops; perennial plants; in-ground and aboveground  
34 crop irrigation systems; ventilating fans; barn cleaners; silo unloaders; augers; feeding equipment; bulk tanks and refrigeration  
35 systems; pipeline milking systems; vacuum lines; vacuum pumps and attached motors; and aboveground and underground fuel  
36 tanks.  
37 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water**  
38 **treatment systems, LP tanks, etc.) on lines 17-19 or at lines 759-772 or in an addendum per line 794). Address annual**  
39 **and perennial crops, livestock, rented fixtures not owned by Seller, fixtures owned by Seller but which will not be included**  
40 **in the purchase price (e.g., irrigation systems) and equipment which may be personal property but will be included in the**  
41 **purchase price. Annual crops are not part of the purchase price unless otherwise agreed.**  
42 **[LEASED PROPERTY/CROP AGREEMENTS]** If any part of the Property is currently subject to any lease(s), rental agreement(s),  
43 crop lease(s) or crop agreement(s), and those rights extend beyond closing, Seller shall assign Seller's rights under said lease(s)  
44 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the ~~(written)~~ (oral) **[STRIKE ONE]**  
45 lease(s), rental agreement(s), crop lease(s) or crop agreement(s), if any, are tenant resides in the house on the  
46 Property on a month-to-month lease and pays \$700 per month in rent plus all utilities.  
47 \_\_\_\_\_  
48 \_\_\_\_\_ . Insert additional terms, if any, at lines 759-772 or attach as an addendum per line 794.  
49 **CAUTION: If Seller or Seller's tenant occupies the Property after closing or retains ownership of or rights to crops (see**  
50 **lines 42-48), consider an agreement regarding occupancy, escrow, insurance, utilities, maintenance, responsibility for and**  
51 **rights to access and harvest unharvested crops, farm operations, government programs and responsibility for clearing**  
52 **the Property of personal property and debris, etc.**  
53 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
54 on or before October 17, 2022.  
55 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.  
56 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

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

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

61 **CLOSING** This transaction is to be closed on December 20, 2022

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

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

69 **EARNEST MONEY**

70 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.

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

72 ■ EARNEST MONEY of \$ 5,000.00 will be mailed, or commercially, electronically  
73 or personally delivered within 5 days ("5" if left blank) after acceptance.

74 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as the Title Company  
75 \_\_\_\_\_) **STRIKE THOSE NOT APPLICABLE**

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

77 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
78 **attorney as lines 81-101 do not apply. If someone other than Buyer pays earnest money, consider a special**  
79 **disbursement agreement.**

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

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

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

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

105 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
106 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  
107 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

108 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units  
109 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never  
110 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,  
111 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.  
112 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance  
113 of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer  
114 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind  
115 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have

116 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,  
117 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional  
118 information regarding rescission rights.

119 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice  
120 or knowledge of Conditions Affecting the Property or Transaction (lines 126-197) other than those identified in Seller's Real Estate  
121 Condition Report dated \_\_\_\_\_ which was received by Buyer prior to Buyer signing this  
122 Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
123 **Seller will complete a Real Estate Condition Report by October 17, 2022. Seller may**  
124 **object to defects identified in the Report and Seller shall have the right to cure.**

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

126 "Conditions Affecting the Property or Transaction" are defined to include as follows. In this definition, "Property" includes: 1)  
127 the land; 2) dwellings; 3) barns and outbuildings and 4) any other real or personal property included in the transaction.

128 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the  
129 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;  
130 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.

131 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or  
132 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.

133 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke  
134 detector or carbon monoxide detector laws.

135 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.

136 e. Rented items located on the Property such as a water softener or other water conditioner system.

137 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water  
138 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other  
139 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic  
140 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on  
141 but not directly serving the Property.

142 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
143 **properties built before 1978.**

144 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
145 substances on neighboring properties, including dumpsites on the property where pesticides, herbicides, fertilizer or other  
146 toxic or hazardous materials or containers for these materials were dispose of in violation of manufacturer's or government  
147 guidelines or other law regulating said disposal.

148 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
149 Property or in a well that serves the Property, including unsafe well water, or out-of-service wells and cisterns not  
150 closed/abandoned according to applicable regulations.

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

154 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground  
155 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the  
156 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,  
157 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

158 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an  
159 "LP" tank on the Property.

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

163 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting  
164 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving  
165 the Property without required state or local permits.

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

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

172 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the  
173 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited  
174 to, private rights-of-way and easements other than recorded utility easements.

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



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

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

182 t. No legal access to the Property; or boundary or lot line disputes, noncompliance with fence law (Wis. Stat. Ch. 90),  
183 encroachments or encumbrances (including a joint driveway) affecting the Property.

184 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition, including livestock  
185 siting violations (Wis. Admin. Code Ch. ATPC 51); or any insurance claims relating to damage to the Property within the  
186 last five years.

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

189 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or  
190 other insect infestations; or substantial crop damage from disease, insects, soil contamination, wildlife or other causes,  
191 diseased trees, or substantial injuries or disease in livestock on the Property or neighboring properties.

192 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one  
193 or more burial sites on the Property.

194 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.

195 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

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

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

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

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

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

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

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

237 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance  
238 with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within



1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

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

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

■ **REVIEW OF RECORDS: CAUTION:** If surveys, soil analysis, acreage calculations, government program contracts, operating records (including prior use of pesticides or herbicides), etc. are material to Buyer's decision to purchase, Buyer should consider using the Document Review Contingency on lines 253-274 or inserting a contingency for review of these records. See 759-772 or use an addendum per line 794.

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the optional documents checked on lines 259-274 to Buyer within \_\_\_\_\_ days ("15" if left blank) after acceptance of this Offer. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("7" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Buyer shall keep all information reviewed confidential until closing. If this Offer does not close Buyer shall promptly return all documents received from Seller. **CHECK ALL THAT APPLY**

☒ Documents evidencing that the sale of the Property has been properly authorized if Seller is a business or an entity.

☐ An inventory of all equipment, appliances, fixtures, tools, supplies and other personal property included in this transaction which is consistent with representations made in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the personal property and Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Any available agricultural operational records including fertilizer, pesticide and herbicide application, handling and storage, and livestock waste storage and spreading.

☐ Documentation/records confirming tillable land acreage, crop allocation, different crop bases, crop yields such as Farm Service Agency (FSA) reports.

☐ Financial records including profit and loss statements, balance sheets, accounts payable and receivable, and records pertaining to any accrued or payable income, sales, payroll, unemployment, or Social Security taxes relative to the farm operations.

☐ Municipal records, reports or other documentation confirming what development rights have been transferred or received under the applicable municipal Transfer of Development Rights (TDR) ordinances.

☒ Any contracts, leases, permits, licenses, distributorships, or franchises relative to the farm operations.

☐ Other \_\_\_\_\_

☐ **ZONING CLASSIFICATION CONFIRMATION:** The Offer is contingent upon Buyer obtaining, at Buyer's expense, from municipal or county officials, verification of the Property's zoning and that the Property's zoning allows the following use:

\_\_\_\_\_. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance, delivers written notice to Seller, accompanied by a copy of the verification unacceptable to Buyer. Upon delivery of Buyer's notice, this Offer shall be null and void.

☒ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither is stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** ☒ rezoning; ☒ conditional use permit; ☒ variance; ☐ building permit; ☐ occupancy permit; ☐ other \_\_\_\_\_ for the Property for its use as \_\_\_\_\_ a Town road shop and town hall and up to 4 residential lots.

Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

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

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

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



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

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

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

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

320 ☐ **WELL WATER TESTING CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than \_\_\_\_\_ days  
321 (after acceptance)(prior to closing) **STRIKE ONE** ("prior to closing" if neither is stricken), a current written report from a state-certified  
322 or other independent qualified lab that indicates that the well(s) is/are supplying water that is within the levels established by federal  
323 or state laws or guidelines regulating public water systems for safe human consumption, relative to the following substances: bacteria  
324 (total Coliform and E.coli), nitrate, arsenic and: \_\_\_\_\_

325 \_\_\_\_\_. (Note: If desired by Buyer or required by Buyer's lender, insert other substances that may affect drinking water  
326 safety such as atrazine, pesticides, lead, nitrite, copper, radium, radon, etc., or that may affect water aesthetics, such as iron, sulfur  
327 bacteria, etc. See the DNR Web site at <http://dnr.wi.gov/topic/Wells/waterQuality.html> for information).

328 (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. All  
329 water samples used for testing shall be taken after binding acceptance of this Offer by a licensed plumber or other independent,  
330 qualified person.

331 Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

332 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

333 ☐ **WELL SYSTEM(S) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than \_\_\_\_\_  
334 days (after acceptance)(prior to closing) ) **STRIKE ONE** ("prior to closing" if neither is stricken), a current written Property Transfer  
335 Well(s) and Pressure System(s) Inspection report from a licensed well driller or a licensed pump installer competent to inspect well  
336 systems, which indicates that the \_\_\_\_\_

337 [if multiple wells, state number of wells, location(s) and type of well(s), e.g., point driven, number of wells, etc., if known] well(s) and  
338 pressure system(s) complies with code. (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining  
339 the report(s), including all costs.

340 ☐ **CHECK IF APPLICABLE** The Party ordering the inspection shall request that well capacity/water yield information be  
341 provided, in writing, along with the Property Transfer Well(s) and Pressure System(s) Inspection results form.

342 **If the well is inspected, the Well Water Testing Contingency at lines 320-332 is automatically included in this Offer.**

343 See <https://dnr.wi.gov/files/pdf/pubs/dg/DG0091.pdf> for well inspection and water testing information.

344 Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

345 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

346 **ABANDONED WELL(S):** If Seller has notice or knowledge of an abandoned well(s) on the Property, or any other well(s)  
347 required to be closed per applicable law, or Seller is made aware of such a well(s) prior to closing, Seller shall, prior to  
348 closing, close the well(s) at Seller's expense and provide Buyer with documentation of closure in compliance with applicable  
349 codes or provide Buyer with documentation evidencing the well(s) was previously closed in compliance with the applicable  
350 codes in effect at the time of closure.

351 ☐ **PRIVATE SANITARY SYSTEM(S) (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving,  
352 no later than \_\_\_\_\_ days (after acceptance)(prior to closing) **STRIKE ONE** ("prior to closing" if neither is stricken), a current  
353 written report from a county sanitarian, licensed master plumber, licensed master plumber-restricted service, licensed plumbing  
354 designer, registered engineer, certified POWTS inspector, certified septage operator, and/or a certified soil tester, which indicates  
355 that the POWTS conforms to the code in effect when the POWTS was installed, and is not disapproved for current use (is  
356 hydraulically functional and structurally sound).

357 **NOTE: This may include a records review to confirm installation date and specifications observed by the installer.**  
358 **Different professionals may be needed to inspect different system components. This contingency does not**  
359 **authorize soil testing.**



360 See <https://dsps.wi.gov/Documents/Programs/POWTS/GrassGreener.pdf> for additional POWTS information.

361 If required by the inspector, the POWTS is to be pumped at time of inspection.

362 (Buyer)(Seller) **[STRIKE ONE]** ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), pumping POWTS if  
363 required by inspector, and for all costs associated with POWTS inspection.

364 Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure.

365 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

366 **Buyer is advised to check with the county and local municipality for additional POWTS requirements.**

367 ☒ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent  
368 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 382-  
369 399), that Buyer shall receive no later than 45 days (after acceptance)(prior to closing)**[STRIKE ONE]** ("prior to closing" if  
370 neither is stricken) at (Buyer's)(Seller's) expense **[STRIKE ONE]** ("Buyer's" if neither is stricken), which discloses no Defects.

371 **NOTE: "Defect" as defined on lines 663-665 means a condition that would have a significant adverse effect on the**  
372 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
373 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
374 **of the premises.**

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

380 Seller (shall)(shall not)**[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure.

381 **See lines 400-419 regarding Contingency satisfaction and the Right to Cure.**

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

395 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**  
396 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**  
397 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**  
398 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 759-772 or attach as an**  
399 **addendum per line 794.**

400 **■ CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above [Well Water Testing, Well System(s)  
401 Inspection, Private Sanitary System(s) (POWTS) Inspection, and Environmental Evaluation, on lines 320-381] shall be deemed  
402 satisfied unless Buyer, within 5 days of the deadline for delivery or receipt of the respective applicable report(s), delivers to Seller a  
403 copy of the written inspection/testing report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer  
404 objects or stating why the report(s) do(es) not satisfy the standard set forth in the contingency(ies) selected (Notice of Defects).

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

406 **RIGHT TO CURE:** If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

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

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

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

416 This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the deadline for delivery of the report(s), stating  
417 Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the report(s)].

418 A POWTS Defect may be cured only by repairing the current POWTS or by replacing the current POWTS with the same type of  
419 system which meets the standard stated above, unless otherwise agreed to by the Parties in writing.

420 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

421 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection

422 of the Property after the date on line 1 of this Offer that discloses no Defects.

423 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an

424 inspection of \_\_\_\_\_

425 \_\_\_\_\_ (list any Property component(s)

426 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

427 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided

428 they occur prior to the Deadline specified at line 433. Inspection(s) shall be performed by a qualified independent

429 inspector or independent qualified third party.

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

431 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as**

432 **well as any follow-up inspection(s).**

433 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers

434 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the

435 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

437 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent

438 of which Buyer had actual knowledge or written notice before signing this Offer.

439 **NOTE: "Defect" as defined on lines 663-665 means a condition that would have a significant adverse effect on the**

440 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**

441 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**

442 **of the premises.**

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

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

445 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects

446 stating Seller's election to cure Defects;

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

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

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

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

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

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

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

454 ☐ **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the

455 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable

456 Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards

457 indicating an EPA average radon level of less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) STRIKE ONE

458 ("Buyer's" if neither is stricken) expense.

459 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance delivers

460 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi/L or higher and written notice objecting

461 to the radon level in the report.

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

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

464 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,

465 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by

466 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L

467 no later than three days prior to closing.

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

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

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

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

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

473 **NOTE: For radon information refer to the EPA at <https://epa.gov/radon> or the DHS at <https://dhs.wisconsin.gov/radon/index.htm>.**

474 **IF LINE 475 IS NOT MARKED OR IS MARKED N/A LINES 523-534 APPLY.**

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

476 general obligation loan [loan type or specific lender, if any] first mortgage loan commitment as described

477 below, within 45 days after acceptance of this Offer. The financing selected shall be in an amount of not less than

478 \$1,350,000.00 for a term of not less than 20 years, amortized over not less than 20 years. Initial

479 ~~monthly payments of principal and interest shall not exceed \$~~ \_\_\_\_\_. Buyer acknowledges that lender's



480 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
481 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
482 to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loan  
483 sources or obtaining a construction loan or land contract financing, describe at lines 759-772 or in an addendum attached  
484 per line 794. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
485 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
486 lender's appraiser access to the Property.

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

490 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 491 or 492.**

491 ☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 4.000%.

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

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

501 (1) signed by Buyer; or

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

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

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

508 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 477.  
509 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
510 written loan commitment from Buyer.

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

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

516 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 511-514; or

517 (2) the Deadline for delivery of the loan commitment on line 477 to deliver to Buyer written notice of Seller's decision to  
518 finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain  
519 in full force and effect, with the time for closing extended accordingly.

520 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
521 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
522 worthiness for Seller financing.

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

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

527 (2) \_\_\_\_\_  
528 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

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

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

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

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

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

565 (1) Written waiver of the Closing of Buyer's Property Contingency if line 555 is marked;

566 (2) Written waiver of \_\_\_\_\_ (name other contingencies, if any); and

567 \_\_\_\_\_  
568 (3) Any of the following checked below:

569 ☐ Proof of bridge loan financing.

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

572 Other: \_\_\_\_\_  
573 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

593 ☐ \_\_\_\_\_ .

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

598 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
599 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

600 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
601 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
602 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

603 **TITLE EVIDENCE**

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

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

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

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

621 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
622 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
623 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
624 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
625 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 632-  
626 639).

627 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
628 or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank)  
629 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable  
630 per lines 604-613, subject only to liens which will be paid out of the proceeds of closing and standard title insurance  
631 requirements and exceptions, as appropriate.

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

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

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

650 **DEFINITIONS**

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

654 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
655 registered mail or make regular deliveries on that day.

656 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
657 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
658 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
659 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
660 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by

661 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
662 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

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

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

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

669 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX ( ) are part of  
670 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.

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

674 **CAUTION: Buyer should verify land and building dimensions, the total square footage formula, total square**  
675 **footage/acreage figures, allocation of acreage information, and land dimensions, if material.**

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

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

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

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

699 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
700 this Offer at lines 759-772 or in an addendum attached per line 794, or lines 42-48 if the Property is leased. At time of  
701 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging  
702 to current tenants or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

706 If **Buyer defaults**, Seller may:

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

710 If **Seller defaults**, Buyer may:

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

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

718 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
719 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**



**EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

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

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

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per line 121, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 746-748 apply.

**IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 710-717.

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

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

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

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

**ADDITIONAL PROVISIONS/CONTINGENCIES** 1. Buyer shall have the right to obtain a survey of the property at Buyer's expense.

2. Buyer agrees that the current tenant of the house located on the Property may continue to occupy the house through the end of June, 2023, on a month-to-month tenancy. The rent shall be \$700 plus all utilities. Tenant must sign a written lease which shall be effective upon the Closing. The lease shall include a provision granting the tenant the right of first refusal to purchase the house and related land.

The Legal Description is attached hereto as Addendum 1.

The Town's obligation to purchase the Property is contingent upon approval of the purchase by a meeting of the electors of the Town properly convened under Wisconsin law.

**DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 776-791.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 778 or 779.

Name of Seller's recipient for delivery, if any: Rosalyn Pertzborn

Name of Buyer's recipient for delivery, if any: Attorney Mark B Hazelbaker

823 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**REAL ESTATE CONDITION REPORT - FARM**

**DISCLAIMER**

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT Pertzborn Kratz Farm  
IN THE Town  
(CITY) (VILLAGE) (TOWN) OF New Glarus, COUNTY OF Green  
STATE OF WISCONSIN.

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

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

**NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS**

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

**A. OWNER'S INFORMATION**

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

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises. *"Property", as used in this report, includes: 1) the land; 2) dwellings; 3) barns and outbuildings and 4) any other real or personal property included in the transaction. The questions below apply to all property, not just dwellings.\**

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

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

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

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

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

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



**B. STRUCTURAL AND MECHANICAL**

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

**C. ENVIRONMENTAL**

|  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of the presence of unsafe levels of mold?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property?<br>NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |



|  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties, <i>including dumpsites on the property where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other law regulating said disposal?</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C8. Explanation of "yes" responses <u>NA</u>   |                          |                                     |                          |

#### D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

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

**E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.**

|  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E2. Are you aware that remodeling was done that may increase the property's assessed value?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E3. Are you aware of pending special assessments?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?                               | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E5. Are you aware of any proposed construction of a public project that may affect the use of the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E8. Explanation of "yes" responses <u>NA</u>   |                          |                                     |                          |

**F. LAND USE**

|  | YES                                 | NO                                  | N/A                      |
|--|-------------------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of the property being part of or subject to a subdivision homeowners' association?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of any zoning code violations with respect to the property?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F5. Are you aware of nonconforming uses of the property?<br>A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Are you aware of conservation easements on the property?<br>A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F7. Are you aware of restrictive covenants or deed restrictions on the property?   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8. Other than public rights of way, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| F9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit <a href="https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx">https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx</a> or (608) 266-2486. |                                     |                                     |                          |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- |  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F11. Is all or part of the property subject to or in violation of a farmland preservation agreement?<br>Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land.<br>Visit <a href="https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx">https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx</a> for more information.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?<br>Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences <i>including noncompliance with fence laws</i> (See Wis. Stat. Ch. 90), houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F15. Are you aware there is not legal access to the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F16. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations <i>and livestock siting violations</i> (Wis. Admin. Code Ch. ATCP 51).   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F17. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <a href="http://dnr.wi.gov/topic/waterways">http://dnr.wi.gov/topic/waterways</a> for more information.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F17m. Are you aware of a written agreement affecting riparian rights related to the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F17n. Are you aware that the property abuts the bed of a navigable waterway that is owned by A hydroelectric operator?<br>Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in Wis. Stat. s. 30.132(1)(b) may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F18. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or <a href="http://www.wihist.org/burial-information">www.wihist.org/burial-information</a> ).  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

F19. Explanation of "yes" responses

F10 - Property has Ag Land  
F8 - FDS has easement along Highway 39

### G. ADDITIONAL INFORMATION

- |   | YES                      | NO                                  | N/A                      |
|---|--------------------------|-------------------------------------|--------------------------|
| G1. Have you filed any insurance claims relating to damage to this property or premises within the last five years?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G2. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G3. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G4. Are you aware of other defects affecting the property?<br>Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; <i>substantial crop damage from disease, insects, soil contamination, wildlife or other causes, diseased trees, or</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |



*substantial injuries or disease in livestock on the property or neighboring properties; or any other defect or material condition.*

G4m. Is the owner a foreign person, as defined in 26 USC 1445(f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.)

☐ ☒ ☐

Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment in Real Property Tax Act or FIRPTA, provides a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.

G5. The owner has owned the property for 2 years.

G6. The owner has lived in the property for NA years.

G7. Explanation of "yes" responses NA

*Note: Any sales contract provision requiring inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.*

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

### OWNER'S CERTIFICATION

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

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

|       |                           |      |                 |
|-------|---------------------------|------|-----------------|
| Owner | <u>Roselyn A. Pertsch</u> | Date | <u>10-17-22</u> |
| Owner | <u>David B. Kratz</u>     | Date | <u>10-17-22</u> |
| Owner | _____                     | Date | _____           |
| Owner | _____                     | Date | _____           |
| Owner | _____                     | Date | _____           |

### CERTIFICATION BY PERSON SUPPLYING INFORMATION

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

|        |       |       |       |      |       |
|--------|-------|-------|-------|------|-------|
| Person | _____ | Items | _____ | Date | _____ |
| Person | _____ | Items | _____ | Date | _____ |
| Person | _____ | Items | _____ | Date | _____ |

### BUYER'S ACKNOWLEDGEMENT

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

I acknowledge receipt of a copy of this statement.

|                   |       |      |       |
|-------------------|-------|------|-------|
| Prospective buyer | _____ | Date | _____ |
| Prospective buyer | _____ | Date | _____ |
| Prospective buyer | _____ | Date | _____ |
| Prospective buyer | _____ | Date | _____ |
| Prospective buyer | _____ | Date | _____ |

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

**LEAD/ARSENIC PESTICIDE ADDENDUM**

1 For Use Prior To Sale Or Lease Of Properties Potentially Affected by Lead or Arsenic Pesticides (e.g. pre-1960 Orchards)  
2 This Addendum is attached to and made part of the Offer to Purchase/Lease dated \_\_\_\_\_ made  
3 by the Buyer, \_\_\_\_\_ with respect to the Property at

4 Pertzborn Kratz Farm, Wisconsin (Property).

5 **PROPERTIES POTENTIALLY AFFECTED BY LEAD OR ARSENIC PESTICIDES:** Prior to 1960 this property may have  
6 been part of a fruit orchard and treated with pesticides containing lead and arsenic. Lead and arsenic based pesticides were  
7 used extensively to control agricultural pests in fruit from approximately 1900 until the 1960's. These compounds tend to bind  
8 tightly to the soil in the surface layer and do not breakdown. The lead and arsenic may still be present in the soil long after these  
9 compounds were applied. Residues of these pesticides found in soils may be at levels that pose a human health risk.

10 The primary concern is with human health impacts resulting from long-term ingestion of contaminated soil, particularly by  
11 children. These risks can be minimized by the following control measures.

- 12 • Keep good grass coverage; this acts as a barrier to human contact with the soil below.
- 13 • Cover any disturbed or excavated soil.
- 14 • Wash fruits and vegetables from your garden before eating. Uptake of these contaminants into the food is  
15 not as much of a concern as ingestion of the soil itself.
- 16 • Wash hands and face after contact with soil and before meals and snacks.
- 17 • Minimize children's exposure to contaminated dust by mopping floors and washing toys and pacifiers frequently.

18 **SELLER DISCLOSURES:** Seller discloses the following information: [Check as applicable]

YES NO

19 Seller has knowledge that the Property was used as an orchard prior to 1960.

☐ ☒

20 Seller has knowledge that lead or arsenic-based pesticides were used on the Property.

☐ ☒

21 Seller has knowledge of unsafe levels of lead or arsenic-based pesticide residues currently on the Property.

☐ ☒

22 **THE SOIL EVALUATION CONTINGENCY IS A PART OF THIS ADDENDUM IF THE BOX PRECEDING THE CONTINGENCY IS  
23 MARKED, SUCH AS WITH AN "X". IT IS NOT PART OF THIS ADDENDUM IF THE BOX IS MARKED N/A OR LEFT BLANK.**

24 ☐ **SOIL EVALUATION CONTINGENCY:** This Offer is contingent upon Buyer obtaining a written report which identifies  
25 the lead and arsenic levels in the Property's soils within \_\_\_\_\_ days of acceptance of the offer. The report sampling and  
26 testing shall be done by a qualified independent expert. Buyer shall order the sampling, testing and report and be  
27 responsible for all costs.

28 This contingency shall be deemed satisfied unless Buyer delivers a report to the Seller and the listing broker (if  
29 Property is listed), showing concentrations of lead in the soil above 50 mg/kg or arsenic above 5 mg/kg, within five days  
30 of the earlier of: 1) Buyer's receipt of the reports or 2) the deadline for Buyer obtaining said report.

31 If the report shows the lead levels are between 50 and 400 mg/kg or the arsenic levels are between 5 and 100  
32 mg/kg, Seller shall (provide Buyer with a credit of \$ \_\_\_\_\_ at closing) ( \_\_\_\_\_

33 \_\_\_\_\_ ) **STRIKE AND COMPLETE AS APPLICABLE** and this contingency shall be  
34 satisfied. Upon receipt of the credit at closing Buyer shall be solely responsible for installing a barrier over bare soils on  
35 the property and performing other necessary hazard reduction activities.

36 If the report shows the lead levels are at or above 400 mg/kg or the arsenic levels are at or above 100 mg/kg, (the  
37 Offer shall be null and void) ( \_\_\_\_\_

38 \_\_\_\_\_ ) **STRIKE AND COMPLETE AS APPLICABLE**

39 **Note: Landowners with soil contamination greater than 100 mg/kg arsenic or 400 mg/kg lead should contact the  
40 Department of Natural Resources (1-800-943-0003) regarding their reporting duties under Wis. Stats. section 292.11.  
41 For further information regarding reporting duties: <http://www.dnr.state.wi.us/org/aw/rr/spills/index.htm>**

42 **ADDITIONAL INFORMATION:** The costs of remediating a site will vary depending on the level and distribution of the  
43 contamination, the size and layout of the site and the remedy chosen. Additional information may be obtained by contacting  
44 the Department of Agriculture, Trade and Consumer Protection at 608/224-4500.

45 By initialing and dating below, each Party acknowledges that they have read and understood and acknowledge receipt of  
46 a copy of this Addendum. Seller's initials below shall not constitute the acceptance or other disposition of the Offer.

47  
48 CN 10-18-2022 R.P. 10-17-22  
49 Buyer(s) Initials ▲ Date ▲ Seller(s) Initials ▲ Date ▲

Drafted by: Attorney Richard J. Staff, General Counsel, Wisconsin REALTORS® Association

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

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Untitled



## RESIDENTIAL RENTAL CONTRACT

(For month-to-month tenancy or definite lease term, not intended for agricultural or mobile home purposes)

1 This Contract for the rental or lease of the Premises identified below is entered into by and between the Landlord and  
2 Tenant (referred to in the singular whether one or more) on the following terms and conditions:

3 ■ **LANDLORD:** The Town of New Glarus

4 Name, address and contact information for rent payments: Town Clerk, 26 5th Avenue, New Glarus, WI  
5 53574

6 Name and contact information for maintenance/management issues: Town Clerk, 608-527-2390

8 Name of agent for service of process: John Wright, Town Clerk/Treasurer

9 Address for service of process: PO Box 448, New Glarus, WI 53574

10 ■ **TENANT:** Number of occupants: \_\_\_\_\_ Names of Tenants: Joseph Hartwig

12 Names of other occupants (Minor children, etc.): \_\_\_\_\_

13 ■ **PREMISES:** Building Address: \_\_\_\_\_

14 Apartment/room/unit: \_\_\_\_\_ Other: \_\_\_\_\_ Included furnishings: refrigerator, range, oven and:

15 \_\_\_\_\_ **[STRIKE AND COMPLETE AS APPLICABLE]**

16 ■ **RENT:** Rent of \$ 700.00 for Premises and \$ \_\_\_\_\_ for other (specify: \_\_\_\_\_  
17 \_\_\_\_\_ ) is due on the first day of each month. If payment is received or postmarked by the  
18 5th day of the month when due, rent is \$ 735.00 for the Premises and \$ \_\_\_\_\_ for other.

19 Charges Incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for  
20 cash payments. All Tenants, if more than one, are jointly and severally liable for the full amount of any payments due  
21 under this Contract and under Wisconsin law. Acceptance of a delinquent payment does not constitute a waiver of that  
22 default or any other default under this Contract.

23 ■ **TERM:** **[CHECK EITHER (A) OR (B) AND COMPLETE AS APPLICABLE]**

24 ☒ (A) Month to month beginning on: December 20, 2022 -OR-

25 ☐ (B) For a term of \_\_\_\_\_ months, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_  
26 \_\_\_\_\_. (Note: A lease for a fixed term expires without further notice. If a  
27 tenancy is to be continued beyond the stated lease term, arrange for this in advance of the rental contract expiration.)

28 ■ **SECURITY DEPOSIT:** Upon execution of this Contract, Tenant shall pay a security deposit in the amount of  
29 \$ \_\_\_\_\_ to be held by \_\_\_\_\_.

30 ■ **UTILITIES:** Check if paid by Landlord (included in the rent) or Tenant (paid separately in addition to the rent):

|                     | Landlord                 | Tenant                              |       | Landlord                 | Tenant                              |       | Landlord                 | Tenant                              |
|---------------------|--------------------------|-------------------------------------|-------|--------------------------|-------------------------------------|-------|--------------------------|-------------------------------------|
| 32 Electricity      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Water | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Gas   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 33 Hot Water        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Heat  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Trash | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 34 Air Conditioning | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sewer | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other | <input type="checkbox"/> | <input type="checkbox"/>            |

35 If any utilities or services payable by Tenant are not separately metered, Tenant's share is determined as follows:

37 ■ **PETS:** Pets (are) ~~(are not)~~ permitted **[STRIKE ONE]** ("are not" if neither is stricken). Insert any additional provisions  
38 relating to pets in Special Provisions or in the Rules and Regulations or another Attachment to this Contract.

39 ■ **TIME IS OF THE ESSENCE.** Time is of the essence as to all dates and deadlines set in this Contract or by law,  
40 unless otherwise provided in Special Provisions. Parties failing to perform by a "Time is of the Essence" deadline will  
41 be in breach of this contract immediately upon the passage of the deadline.



42 ■ **PROMISES TO REPAIR.** Any promise by Landlord to repair, clean, or improve the Premises shall include a date of  
 43 completion, and is stated in Special Provisions or a separate addendum attached to this Contract if the promise was  
 44 made before the execution of this Contract. Time is of the essence does not apply if Landlord gives Tenant timely  
 45 notice of any delay due to causes beyond Landlord's control (labor stoppage, etc.) and states a new completion date.

46 ■ **CODE VIOLATIONS; ADVERSE CONDITIONS.** Landlord has no actual knowledge of any building or housing code  
 47 violation that affects the Premises, or a common area associated with the Premises, presents a significant threat to  
 48 Tenant's health or safety, and has not been corrected, unless disclosed by Landlord before entering into this Contract  
 49 and before accepting any earnest money or security deposit and stated in Special Provisions or an Attachment to this  
 50 Contract [Wis. Stat. § 704.07(2)(bm)]. Any conditions adversely affecting habitability of the Premises such as no hot or  
 51 cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating  
 52 facilities (incapable of maintaining at least 67°F in living areas), no electricity, electrical wiring or components not in  
 53 safe operating condition, or structural or other conditions substantially hazardous to health or safety, were disclosed by  
 54 Landlord before entering into this Contract and before accepting any earnest money or security deposit and are listed  
 55 in Special Provisions or an Attachment to this Contract [Wis. Admin. Code § ATPC 134.04].

56 ■ **INSPECTION AND CHECK-IN SHEET.** Landlord shall provide a check-in sheet when Tenant commences  
 57 occupancy of the Premises. Tenant has 7 days from the date Tenant commences occupancy to complete the  
 58 check-in sheet and return it to Landlord. [Wis. Stat. § 704.08].

59 ■ **SECURITY DEPOSIT.** Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to  
 60 Tenant's last known address, or transmitted electronically if authorized by Tenant below, within 21 days of when  
 61 Tenant vacates the Premises as established in accordance with Wis. Stat. § 704.28(4). Landlord will provide a written  
 62 statement accounting for all amounts legally withheld. The reasonable cost of repairing any waste, neglect or damages  
 63 for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. No  
 64 deduction may be made for damage charged against the previous tenant's security deposit. Tenant may not use the  
 65 security deposit as payment of the last month's rent without Landlord's written permission. After Tenant vacates the  
 66 Premises, Tenant shall return, or account for, Landlord's property held by Tenant such as keys and garage door  
 67 openers.

68 ■ **USE.** Tenant shall use the Premises for residential purposes only. Tenant shall not (1) make or knowingly permit use  
 69 of the Premises for any unlawful purposes, (2) engage in activities which unduly disturb neighbors of, or tenants in, the  
 70 building in which the Premises are located, or (3) do, use, or keep in or about the Premises anything which would  
 71 adversely affect coverage under a standard fire and extended insurance policy.

72 ■ **GUESTS.** Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the  
 73 quiet enjoyment of other occupants, and if the number of guests is not excessive for the size of the Premises. No guest  
 74 may remain for more than two weeks without written consent of Landlord, which will not be unreasonably withheld.  
 75 Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the  
 76 Premises or the building or development in which they are located, by Tenant or Tenant's guests and invitees.

77 ■ **MAINTENANCE.** All requests by Tenant for non-emergency maintenance services by Landlord must be in writing  
 78 and identify reasonable time periods during which Landlord is authorized to enter to perform maintenance. Tenant  
 79 shall maintain the Premises under Tenant's control in a clean and as good a general condition as they were at the  
 80 beginning of the term or as subsequently improved by Landlord, except normal wear and tear. Tenant is responsible  
 81 for minor repairs including, but not limited to, replacement of batteries, light bulbs, fuses, and washers. Tenant shall  
 82 not, unless permitted in the rules or with specific written approval of Landlord, physically alter or redecorate the  
 83 Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which  
 84 it is a part, or attach or display anything which subsequently affects the exterior appearance of the Premises or the  
 85 property of which it is a part. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable  
 86 level of heat to insure the habitability of the Premises and prevent damage to the Premises and the building in which  
 87 they are located. Tenant shall maintain all smoke detectors in located in the Premises or give Landlord written notice if  
 88 a smoke detector is not functional.

89 ■ **ENTRY BY LANDLORD.** Landlord may enter the Premises at reasonable times upon advance notice to Tenant to  
 90 inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with  
 91 applicable laws or regulations. Advance notice may be given by email if authorized at lines 163-171. Landlord may  
 92 enter without advance notice with Tenant's consent, or when a health or safety emergency exists, or if Tenant is  
 93 absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from  
 94 damage. Tenant shall not add or change locks without obtaining Landlord's written permission and immediately  
 95 providing Landlord keys to permit access to the Premises. Landlord shall not add or change locks without obtaining  
 96 Tenant's written permission unless the addition or change of locks is pursuant to court order or per Wis. Stat. § 704.16  
 97 (imminent threat of serious physical harm). Improper denial of access to the Premises is a breach of the Contract.

98 ■ **RULES.** Landlord may make reasonable rules governing the use and occupancy of the Premises and common  
 99 areas. Tenant acknowledges receipt of the rules prior to signing this Contract. Any failure by Tenant to comply with the  
 100 rules is a breach of the Contract. Landlord may make reasonable amendments to the rules and any amendment shall  
 101 become effective no sooner than 14 days after the amendment is delivered to Tenant. If an amendment materially and  
 102 adversely affects Tenant's use of the Premises, Tenant may at any time before it becomes effective terminate this

Contract by giving Landlord not less than 21 days' written notice, effective as of the end of a rent-paying period, citing the amendment and its effect on Tenant's use of the Premises.

■ **MITIGATION.** If Tenant abandons the Premises before the end of the tenancy, or if the tenancy is terminated for Tenant's breach of this Contract, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to Tenant's obligations under this Contract. Tenant remains liable for any deficiency.

■ **ABANDONMENT.** If Tenant is absent from the Premises for three successive weeks without notifying Landlord in writing, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

■ **PERSONAL PROPERTY.** Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal property behind, Landlord may presume that Tenant has abandoned the personal property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for seven days from the date on which Landlord discovers the property and shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate [Wis. Stat. § 704.05(5)(am)]. If the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord shall give notice, personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means [Wis. Stat. § 704.05(5)(b)].

■ **ASSIGNMENT.** Tenant shall not assign this Contract or sublet the Premises or any part thereof without prior written consent of Landlord, which will not be unreasonably withheld. This Contract may be terminated or modified by written agreement of Landlord and Tenant.

■ **CONTROLLING LAW.** Landlord and Tenant understand that their rights and obligations under the Contract are subject to the federal and state lead-based paint laws, Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATPC 134, applicable local ordinances, and any other applicable law. Both parties shall obey all governmental orders, laws, rules, and regulations related to the Premises.

■ **SALE OF PROPERTY.** Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this lease are expressly released by Tenant. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Contract.

■ **LEAD-BASED PAINT PROVISIONS (If Premises are "target property" constructed before 1978).** Tenant has received, read and understands the Landlord's lead-based paint (LBP) disclosures and the *Protect Your Family from Lead in Your Home* Pamphlet (Pamphlet). Tenant agrees to follow the practices recommended in the Pamphlet and shall immediately notify Landlord in writing if Tenant, Tenant's guests or any other occupant observes any conditions indicating a potential LBP hazard, as described in the Pamphlet. Tenant, Tenant's guests and any other occupants are prohibited from disturbing paint and performing LBP activities on the Premises without proper State certification.

■ **CARBON MONOXIDE DETECTOR; SMOKE ALARMS.** Landlord shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as required by law. If the Premises is within a building with three or more dwelling units, Landlord shall maintain the CO detectors. If Tenant or any government inspector gives written notice to Landlord that a CO detector is not functional or has been removed, Landlord shall repair or replace the detector within five days after receipt of the notice. If the Premises is within a building with three or more dwelling units, Tenant agrees to immediately give Landlord written notice upon discovery that a CO detector in the Premises is not functional or has been removed. If the Premises is a one or two-family dwelling, Tenant shall maintain the CO detectors in the Premises and upon discovery that a CO detector requires maintenance, agrees to immediately either perform any maintenance necessary to make that detector functional or provide Landlord written notice regarding the required maintenance. Landlord must install and maintain the smoke alarms, and Tenant must inform Landlord in writing of any smoke alarm problems, such as a dead battery. The landlord has five days to correct the problem.

■ **NOTICE OF DOMESTIC ABUSE PROTECTIONS.** (1) As provided in § 106.50(5m)(dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

(a) A person who was not the tenant's invited guest.

(b) A person who was the tenant's invited guest, but the tenant has done either of the following:

1. Sought an injunction barring the person from the premises.

2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

(2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in § 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

(3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

■ **AGENCY NOTICE.** Tenant understands that any property manager, rental agent or employees thereof are representing Landlord.

163 ■ **ELECTRONIC COMMUNICATIONS.** Landlord and Tenant agree to the use of electronic documents, e-mail and  
 164 electronic signatures to the extent not prohibited by federal or Wisconsin law. Tenants must first consent electronically,  
 165 as required by federal law, and provide their email addresses below. Landlord and Tenant agree that Landlord may  
 166 provide the following electronically: (1) a copy of this Lease and any related attachment or document; (2) a security  
 167 deposit and any documents related to the accounting or disposition of the security deposit and refund; (3) any promise  
 168 made by Landlord prior to entering into this Lease to clean, repair, or otherwise improve the Premises; and (4) an  
 169 advance notice to enter the Premises to inspect the Premises, make repairs, show the premises to prospective tenants  
 170 or purchasers, or comply with applicable laws and regulations. Maintenance requests may be submitted by email if an  
 171 email address is given at lines 6-7. Default or eviction notices cannot be given electronically.

172 **SPECIAL PROVISIONS: Tenant acknowledges that this Lease will not be renewed after June**  
 173 **30, 2023. Tenant agrees to surrender possession of the premises on June 30, 2023 no**  
 174 **later than 7:00 p.m. The Town agrees to execute a separate document granting the Tenant**  
 175 **a right of first refusal to purchase the Property on the same terms and conditions as**  
 176 **may be offered the Town by another buyer.**

177

178

179 Attachments checked below are attached to this Contract and incorporated herein by reference.

| ATTACHMENT                                | Check<br>✓ | ATTACHMENT                    | Check<br>✓ |
|---|------------|-------------------------------|------------|
| Guarantee/Renewal/Assignment/Sublease     |            | Nonstandard Rental Provisions |            |
| Rules and Regulations                     |            | Promises to Repair            |            |
| Smoke and Carbon Monoxide Detector Notice |            | Code Violations               |            |
| Lead-Based Paint Disclosure & Pamphlet    |            | Real Estate Agency Disclosure |            |
| Amendment                                 |            | Utilities Cost Allocation     |            |
| Other:                                    |            | Other:                        |            |

180 **NOTICE.** Tenant may obtain information about the sex offender registry and persons registered with the registry by  
 181 contacting the Wisconsin Department of Corrections on the Internet at <http://offender.doc.state.wi.us/public/> or by  
 182 phone at 608-240-5830.

183 **Landlord shall provide Tenant with a copy of this Contract and any rules and regulations.**

184 **Landlord shall give Tenant a check-in sheet when Tenant commences occupancy of the Premises.**

185 **NOTE: SIGNING THIS CONTRACT CREATES LEGALLY ENFORCEABLE RIGHTS AND OBLIGATIONS. TENANT**  
 186 **SHOULD CONSULT LEGAL COUNSEL REGARDING ANY QUESTIONS AS TO THEIR LEGAL RIGHTS.**

187 (x) \_\_\_\_\_  
 188 Landlord's/Property Manager's Signature ▲ Print Name Here ► Date ▲

189 Landlord/Property Manager email address: \_\_\_\_\_

190 (x) \_\_\_\_\_  
 191 Tenant's Signature & email address ▲ Print Name Here ► Date ▲

192 (x) \_\_\_\_\_  
 193 Tenant's Signature & email address ▲ Print Name Here ► Date ▲

194 (x) \_\_\_\_\_  
 195 Tenant's Signature & email address ▲ Print Name Here ► Date ▲

196 (x) \_\_\_\_\_  
 197 Tenant's Signature & email address ▲ Print Name Here ► Date ▲