



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

AGENDA
VILLAGE BOARD
VILLAGE OF SUSSEX
6:00 PM - TUESDAY, FEBRUARY 23, 2021
SUSSEX CIVIC CAMPUS – BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes from the Village Board meetings held on February 9, 2021.
4. Communications and Public Hearing(s)
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions.
 - B. Public Hearings
 1. On an Ordinance to Repeal and Recreate Section 14.905(2)(b) regarding Official Maps of Chapter 14 Stormwater Management of the Village of Sussex Code.
 2. On an Ordinance to Create Sub Section 17.0418.A.5.(k) regarding Animal Boarding in the B-3 Highway Business District as a Permitted Use and to Repeal and Recreate Sub Section 17.0506.A.6.(a) regarding Animal Boarding as a CU in the General Services category of the Village of Sussex Municipal Code.
5. Committee Reports
 - A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 1. Recommendation and possible action on Jr. Chargers Batting Cage proposal.
 - A. Location
 - B. Purchase from the Village
 2. Recommendation and possible action on cemetery lawn mowing contract.

- D. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
- E. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.
 - 1. Recommendation and possible action on an Ordinance 872 to Repeal and Recreate Section 14.905(2)(b) regarding Official Maps of Chapter 14 Stormwater Management of the Village of Sussex Code.
 - 2. Recommendation and possible action on an Ordinance 873 to Create Sub Section 17.0418.A.5.(k) regarding Animal Boarding in the B-3 Highway Business District as a Permitted Use and to Repeal and Recreate Sub Section 17.0506.A.6.(a) regarding Animal Boarding as a CU in the General Services category of the Village of Sussex Municipal Code.
 - 3. Recommendation and possible action on the Final Plat Phase 3 for Johanssen Farms located south of Clover Drive and east of Maple Avenue.
- F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - 1. Recommendation and possible action on ambulance purchase.
- 6. Staff Reports on upcoming events, projects in process, future agenda items and meetings.
- 7. Comments from citizens present.
- 8. Old Business.
 - A. Consideration and possible action on offers to purchase of Well #1 N69W23759 Donna Drive site.
- 9. New Business.
- 10. Consideration and possible action on resignations and appointments.
 - A. Consideration of Trustee Appointment to the Plan Commission
- 11. Adjournment

Anthony LeDonne
Village President

Jeremy Smith
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the

needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Clerk at 262-246-5200.

DISCLAIMER- THE FOLLOWING ARE DRAFT MINUTES FROM
THE SUSSEX VILLAGE BOARD
AND ARE SUBJECT TO CHANGE UPON APPROVAL OF THE VILLAGE BOARD

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Village Board Meeting of
February 9, 2021**

1. Roll Call

The meeting was called to order by President LeDonne at 6:00 pm.

Members present: Greg Zoellick, Lee Uecker, President Anthony LeDonne, Ron Wells, Michael Bartzen and Scott Adkins.

Members excused: Wendy Stallings.

Also present: Administrator Jeremy Smith, Attorney John Macy, Assistant Village Administrator Kelsey McElroy-Anderson, Administrative Services Director Samuel Liebert, and members of the Public.

2. Pledge of Allegiance

President LeDonne led the pledge of allegiance.

3. Meeting Minutes

A motion by Wells, seconded by Zoellick to approve the January 26, 2021 Village Board meeting minutes.

Motion carried 6-0

4. Communications and Public Hearings

A. Village President Report

President LeDonne reported that on Tuesday, February 16 the Public Safety & Welfare Committee meets at 6:00 pm in the Civic Center Community Room, Plan Commission meets at 6:30 pm in the Civic Center Board Room and Parks & Recreation Board meets at 7:00 pm in the Civic Center Community Room. On Wednesday, February 17 the Pauline Haass Public Library Board meets at 6:30 pm at the Library.

5. Committee Reports

A. Finance and Personnel Committee

A.1. Motion made by Bartzen, seconded by LeDonne to approve the January Check Register and P-Card statement in the amount of \$7,177,101.34. Motion carried 6-0

A.2. Motion made by Bartzen, seconded by Uecker to approve of the January Ace Hardware purchases in the amount of \$4,785.79. Motion carried 5-0
LeDonne Abstained.

A.3. Motion made by Bartzen, seconded by Wells to approve of a Combination Class "B" Retail License for the Sale of Fermented Malt Beverages & "Class B" Retail License for the Sale of Intoxicating Liquors March 1, 2021 to June 30, 2021 to WI LUDWIG LLC, N63W23675 Main Street 101R & 102R, Sussex, WI 53089, Tekila & Ti Amo, Agent: Charles Brian Hastings, for the portion of the building, private property outdoor patio area and park leased patio area as illustrated/described as attached and the license may only extend within the park leased patio area under the terms of the park lease agreement between Mr. Hastings and/or his legal entity and the Village of Sussex and should that park lease agreement for the park space be terminated or end or the applicant or their operator fail to adhere to terms of the lease agreement as solely determined by the Village for the park leased patio area the liquor license premised area herein granted shall be reduced to remove the park leased patio area from the licensed premise area, and the granting of the license is subject to standard conditions of liquor license approval. Motion carried 6-0

A.4. Motion made by Bartzen, seconded by Uecker to of the 4th quarter investment report. Motion carried 6-0

A.5. Motion made by Bartzen, seconded by Wells to approve of the video recording of Village Board and Plan Commission meetings and making them available through the Village website for three months. No commenting will be allowed on the recordings. Village staff will retain copies of the meetings for seven years in compliance with open records laws. Motion carried 6-0

B. Public Works Committee

B.1. Motion made by Adkins, seconded by Bartzen to approve the public works bills for payment in the amount of \$232,974.54. Motion carried 6-0

B.2. Motion made by LeDonne, seconded by Bartzen to approve of the 2021 Road Program contract be awarded to LaLonde Contractors, Inc. per their bid for the project grand total of \$1,843,593.66, including the base bid and the alternate bid. This would include a contingency of \$184,359.37, be established for a total allocation of \$2,027,953.03 for this contract. Motion carried 5-0
Adkins Abstained.

B.3. Motion made by Adkins, seconded by Bartzen to terminate the 2009 lease of land from Associated Bank. Motion carried 6-0

6. Staff Reports

Mrs. McElroy-Anderson stated there are several seasonal positions posted on the village website and the public is encouraged to apply.

Mr. Smith stated the village removed snow from Main Street for the first-time, last week. We also received thanks from the Hartland Fire Department after our department assisted them with a fire.

Mr. Macy stated that the mask mandate is still in place.

Mr. Liebert stated that next Tuesday the 16th is primary election day. Absentee ballots must be returned by 8:00 pm on Election Day. Early, in-person voting ends this Friday at 5:00 pm at the Civic Center.

7. Comments from Citizens Present

No one was present who wished to be heard.

8. Old Business

8.A. Motion made by LeDonne, seconded by Wells to table discussion and action on approving the multisport-court fencing at The Grove until the project can be put out for bid. Motion carried 6-0

9. New Business

9.A. Motion made by LeDonne, seconded by Uecker to approve the Amendment to the Declaration for Venturespace Condominium Association, subject to approval of the Village Attorney and Plan Commission. Motion carried 6-0

9.B. Motion made by LeDonne, seconded by Bartzen to approve Resolution 21-04, a resolution rescinding 2020 property taxes for tax account number SUXV-0252-099 in the amount of \$489.24. Motion carried 6-0

10. Consideration on resignation and appointments

10.A. Motion by LeDonne, seconded by Zoellick to appoint Trustee Greg Zoellick to the Plan Commission.

A roll call vote was taken:

Adkins – Nay
Uecker – Nay
Zoellick – Aye
Wells – Aye
Bartzen- Nay
LeDonne – Aye

The motion failed 3-3, due to a super majority of 2/3 of the board not in agreement. Per Village Ordinance, Village Board members appointed to the Plan Commission require a 2/3 vote for approval.

11. Adjournment

A motion made by LeDonne, seconded by Zoellick to Adjourn at 6:36 pm.

Motion carried 6-0

Respectfully submitted,

Samuel Liebert
Administrative Services Director, Clerk/Treasurer

DRAFT

NOTICE OF PUBLIC HEARING
VILLAGE OF SUSSEX

TAKE NOTICE that the Village Board of the Village of Sussex, Waukesha County, Wisconsin, will hold a public hearing on Tuesday, February 23, 2021 at 6:00 p.m. at the Sussex Civic Center, N64W23760 Main Street, Sussex to hear comments from citizens on the following:

An ordinance to repeal and recreate Sub Section 14.905(2)(b) regarding Official Maps of Chapter 14 Stormwater Management.

An ordinance create Sub Section 17.0418 A. 5. (k) regarding Animal Boarding and repeal and recreate Sub Section 17.0506 A. 6. (a) regarding Animal Boarding as a conditional use.

Copies of the proposed ordinances are available for review at the Sussex Civic Center, N64W23760 Main Street from 8:00 a.m. until 5:00 p.m., Monday through Friday or on our website at www.villagesussex.org.

This hearing shall be public and citizens and person of interest shall then be heard.

By Order of the Village Board
Sam Liebert
Village Clerk-Treasurer

Publish: 2/3 & 2/10



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MEMORANDUM

To: Village Board
From: Sam Liebert, Administrative Services Director
Re: Village Board Meeting- February 23, 2021
Date: February 18, 2021

4.A. Village President Report- report on meetings attending and upcoming communications, and recognitions including Successfully Sussex Awards.

4.B.1. Public Hearing on an Ordinance to Repeal and Recreate Section 14.905(2)(b) regarding Official Maps of Chapter 14 Stormwater Management of the Village of Sussex Code. This change would update the references in the code to the updated FEMA floodplain maps for portions of the stream that have updated plans.

4.B.2. Public Hearing on an Ordinance to Create Sub Section 17.0418.A.5.(k) regarding Animal Boarding in the B-3 Highway Business District as a Permitted Use and to Repeal and Recreate Sub Section 17.0506.A.6.(a) regarding Animal Boarding as a CU in the General Services category of the Village of Sussex Municipal Code. This change would allow animal boarding in the B-3 zoning district.

5.A. Board of Fire Commissioners Report.

5.B. Community Development Authority.

5.C. Park & Recreation Board Report.

5.C.1.A. The Park & Recreation committee recommends approval to allow the Jr. Chargers to construct and donate a double-wide batting cage at Armory Park between diamond 1 and diamond 2 pending a site investigation to determine proper drainage. Please see the memo for additional information.

5.C.1.B. The Park & Recreation committee recommends that Village Board provide funding for the cages, poles, netting, hardware, and L-screens to not exceed \$10,000. The Jr. Chargers Baseball Club would be responsible for site investigation of drainage and responsible for presenting a one-page report to staff of the location prior to construction. Staff discretion should be used on location approval or change if necessary. Jr. Chargers would be responsible for the site work, concrete, installation, and all other necessary components to complete the batting cages as presented and donate to the Village upon completion. Jr. Chargers do need to fundraise for the cost of

the batting cages. This would result in the need to add about \$5,000 annually in the Village budget for maintenance and eventual replacement of the batting cages. Please see the memo for additional information.

5.C.2. The Park & Recreation committee recommends approval of the 2021 Lisbon Central Cemetery Lawn Services Contract with Al Moros at a cost of \$155 per mowing. Mr. Moros is asking for a \$5 per cut increase. Mr. Moros will be cutting the lawn once a week or on an as needed basis starting in April of this year and continuing until the grass goes dormant. Staff is confident that the lawn service costs will fall within our 2021 budget. Please see the attached memo and contract for additional information.

5.D. Pauline Haass Library Board Report.

5.E.1. The Plan Commission recommends approval of Ordinance 872 to Repeal and Recreate Section 14.905(2)(b) regarding Official Maps of Chapter 14 Stormwater Management of the Village of Sussex Code. Comments from the public hearing should be considered. The change adds the new references to the updated FEMA maps. Please see the code for more information.

5.E.2. The Plan Commission recommends approval of Ordinance 873 to Create Sub Section 17.0418.A.5.(k) regarding Animal Boarding in the B-3 Highway Business District as a Permitted Use and to Repeal and Recreate Sub Section 17.0506.A.6.(a) regarding Animal Boarding as a CU in the General Services category of the Village of Sussex Municipal Code. This code change would allow animal boarding businesses in the B-3 district. Please see the code for more information.

5.E.3. The Plan Commission recommends approval of the Final Plat Phase 3 for Johanssen Farms located south of Clover Drive and east of Maple Avenue subject to the standard conditions of Plat approval. This is the third and final plat for the subdivision. Please see the plat for more information.

5.F.1. The Public Safety and Welfare Committee recommends approval to purchase a new Ford F550 Ambulance in the amount of \$283,278. The new ambulance will replace the Village's oldest current ambulance, a 2006 model with 68,455 miles and 4,732 engine hours. This 2006 ambulance was scheduled for replacement this fiscal year based on our regular replacement cycle. Please see the attached memo and quote for additional information.

8.A. Consideration and possible action on offers to purchase of Well #1 N69W23759 Donna Drive site. We have two offers to consider. The broker will be present to discuss both offers.

10.A. Consideration and possible action Trustee Plan Commission Appointment.

11. Adjournment.



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MEMORANDUM

To: Village Board
From: Halie Dobbeck, Parks and Recreation Director
Date: February 17, 2021
Re: Jr. Chargers Batting Cages Proposal

The Jr. Chargers Baseball Club have requested the addition of two batting cages at Armory Park. These cages would be located between diamonds A1 and A2.

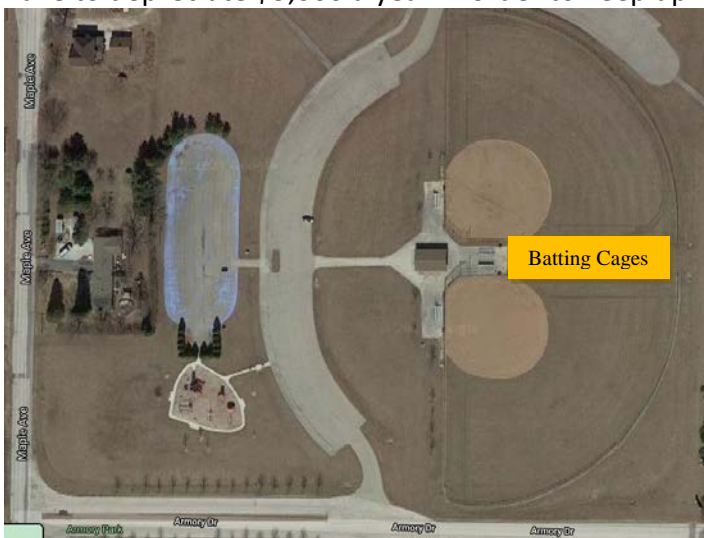
Two motions recommending action at Village Board were made by the Park Board.

Park Board motioned to allow the Jr. Chargers to construct and donate a double-wide batting cage at Armory Park between diamond 1 and diamond 2 pending a site investigation to determine proper drainage.

Park Board also motioned to recommend that Village Board provide funding for the cages, poles, netting, hardware, and L screens to not exceed \$10,000. Jr. Chargers Baseball Club would be responsible for site investigation of drainage and responsible for presenting a one-page report to staff of the location prior to construction. Staff discretion should be used on location approval or change if necessary. Jr. Chargers would be responsible for the site work, concrete, installation, and all other necessary components to complete the batting cages as presented and donate to the Village upon completion. Jr. Chargers do need to fundraise for the cost of the batting cages.

This project was not budgeted as part of the 2021 process.

The total cost of this build is projected to be roughly \$50,000. With this infrastructure being donated back to the Village this means we will be adding a \$50,000 asset that will need to be depreciated over a 10 year life cycle (based off of a turf installation). We will have to depreciate \$5,000 a year in order to keep up maintenance with the cages.





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MEMORANDUM

To: Park and Recreation Board, Village Board

From: Sam Liebert, Administrative Services Director

Date: February 11, 2021

Re: Lisbon Central Cemetery – Lawn Services Contract

We contracted with Al Moros last year to provide lawn services for the cemetery and were pleased with his service. He has indicated that he wishes to provide the same services for 2021 at a cost of \$155.00 per cut. Mr. Moros is asking for a \$5 per cut increase. Mr. Moros will be cutting the lawn once a week or on an as needed basis starting in April of this year and continuing until the grass goes dormant. Staff is confident that the lawn service costs will fall within our 2021 budget.

Staff recommends approval of the Lawn Services Contract.



This Lawn Service Contract (this “Contract”) is made effective as of February 23, 2021 between the Village of Sussex, N64W23760 Main Street, Sussex, WI 53089, and Al Moros, N68W26966 Silver Spring Drive, Sussex, WI 53089. In this Contract, the party who is contracting to receive the services shall be referred to as “Village of Sussex” and the party who will be providing the services shall be referred to as “Al Moros”.

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises and agreements contained herein, Village of Sussex contracts with Al Moros, and Al Moros agrees to provide Lawn Services, as an independent contractor to the Village of Sussex at the following location under the terms and conditions hereby agreed upon by the parties:

- 1. DESCRIPTION OF SERVICES.** Beginning April 1, 2021 Service Provider will provide the following services (collectively, the “Services”):
 - a. Al Moros shall mow and trim the lawn in a competent and professional manner at the Lisbon Central Cemetery, N67W25479 Silver Spring Drive, Sussex, WI 53089, which comprises approximately 1.5 acres with gravestones and other structures.
 - b. The parties shall consult periodically concerning the length and appearance of the lawn.
 - c. Al Moros shall complete the mowing and trimming and on an as needed basis, but not more than once per week, in a manner consistent with Al Moros’s mowing and trimming of this property over the past several years. Each complete mowing and trimming event shall be known as a “Service Event”.
 - d. Al Moros shall maintain insurance for his vehicles, equipment, and personnel at Al Moros’s sole cost, a certificate of which shall be provided to the Village.

- 2. PAYMENT OF SERVICES.** The Village of Sussex will pay compensation to Al Moros for the Services at the rate of \$155.00 per Service Event. Al Moros shall request payment from the Village of Sussex by invoice or other written request and Village of Sussex shall pay said request in a timely manner according to its customary payment practices.

- 3. TERM/TERMINATION.** This contract shall terminate by November 1, 2021. The Agreement may be terminated by either party if 30 day written notice is given to the other party seeking termination of the contract. There is no penalty for early termination of the contract.

Al Moros

Date

Samuel Liebert, Administrative Services Director

Date

ORDINANCE NO. 872

AN ORDINANCE TO REPEAL AND RECREATE
SECTION 14.905(2)(b) REGARDING OFFICIAL MAPS OF
CHAPTER 14 STORMWATER MANAGEMENT OF THE
VILLAGE OF SUSSEX MUNICIPAL CODE.

WHEREAS, the Village of Sussex Plan Commission has initiated an amendment to the Village of Sussex Chapter 14 Stormwater Management Code to repeal and recreate Section pertaining to Official Maps; and

WHEREAS, the Village of Sussex Plan Commission has initiated said ordinance to provide clarification of language and necessary changes due to revisions by the Wisconsin DNR; and

WHEREAS, upon receipt of the Village Plan Commission's recommendation, the Village Board held a public hearing on _____, 2021; and

WHEREAS, following the public hearing, and upon due consideration of the recommendation from the Plan Commission, the Village Board finds that the public necessity, convenience, welfare and good zoning practice requires that the amendment to the Storm Water Management Code be granted as recommended by the Plan Commission;

WHEREAS, the Village Board Members are committed to aligning the Village of Sussex Stormwater Management Code with opportunities to support growth that meet current needs without jeopardizing public safety or welfare.

NOW, THEREFORE, the Village Board of the Village of Sussex, Waukesha County, Wisconsin, do ordain as follows:

SECTION 1. To repeal and recreate Section 14.905(2)(b) regarding Official Maps to read as follows:

Official Maps

Approved by: The DNR and FEMA

(b) Based on other studies; Village of Sussex Flood Storage District

- 1) November 5, 2014 Panels 3 of 12 and 5. Prepared and approved by DNR.
- 2) March 18, 2021 LOMR 20-05-1875P. Any maps reference in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development.

SECTION 2. SEVERABILITY

The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of the court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and not affect the validity of all other provisions, sections or portions thereof the ordinance which shall remain in full force and effect. Any other ordinances are hereby repealed as to those terms that conflict.

SECTION 3. EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this _____ day of _____, 2021

VILLAGE OF SUSSEX

Anthony LeDonne, Village President

ATTEST:

Sam Liebert, Village Clerk

Published and/or posted this _____ day of _____, 2021

ORDINANCE NO.873

AN ORDINANCE TO CREATE
SUB SECTION 17.0418 A. 5. (k) REGARDING ANIMAL BOARDING
IN THE B-3 HIGHWAY BUSINESS DISTRICT PERMITTED USES
AND TO REPEAL AND RECREATE SUB SECTION 17.0506 A. 6. (a) REGARDING
ANIMAL BOARDING AS A CONDITIONAL USE IN GENERAL SERVICES
OF THE VILLAGE OF SUSSEX MUNICIPAL CODE.

WHEREAS, the Village of Sussex Plan Commission has initiated a zoning code amendment to the Village of Sussex Chapter 17 Zoning Code Section 17.0418 to create Sub Section 17.0418 A. 5. (k) regarding Animal Boarding in the B-3 Highway Business District Permitted Uses; and

WHEREAS, the Village of Sussex Plan Commission has initiated a zoning code amendment to the Village of Sussex Chapter 17 Zoning Code Section 17.0500 Conditional Use Permits to repeal and recreate Sub Section 17.0506 A. 6. (a) regarding Animal Boarding in General Services; and

WHEREAS, upon receipt of the Village Plan Commission’s recommendation, the Village Board held a public hearing on _____, 2021, as required by Section 17.1305 of the Village of Sussex Zoning Ordinance, after providing due notice as required by Section 17.1400 of the Village of Sussex Zoning Ordinance; and

WHEREAS, following the public hearing, and upon due consideration of the recommendation from the Plan Commission, the Village Board finds that the public necessity, convenience, welfare and good zoning practice requires that the amendment to the zoning ordinance be granted as recommended by the Plan Commission;

WHEREAS, the Village Board Members are committed to aligning the Village of Sussex Zoning Code with opportunities to support growth that meet current needs without jeopardizing public safety or welfare.

NOW, THEREFORE, the Village Board of the Village of Sussex, Waukesha County, Wisconsin, do ordain as follows:

SECTION 1. Sub Section 17.0418 A. 5. (k) regarding Animal Boarding as a permitted use under General Services in the B-3 Highway Business District is hereby created to read as follows:

- (k) Animal Boarding in the B-3 district provided that the animals are domestic pets including (dogs, cats, hamsters or similar pet rodents, pet fish, reptiles and pet birds). In no way shall the operation be allowed to board wild animals or any pets not included in the list above. The boarding shall be for limited periods of time with no animal allowed to be continually boarded for longer than

3 weeks in row. No boarding facility may sell, trade, or in any other way exchange animals. The Plan Commission when determining the appropriateness of the site for animal boarding shall take into account the available space for outside animal activity and the impact the noise of such a facility will have on adjacent properties. An animal boarding operation shall be at least 1,000 feet from a residential zoned property, measured from the closest point where any boarded animal may be located to the closest residential zoning district property line.

The Plan Commission recognizes that customer's demands of animal boarding services and the culture related to taking care of pets is regularly evolving. These changes make it improbable to list all of the accessory uses of an animal boarding operation in the Code; therefore, the Plan Commission may consider accessory uses to the animal boarding operation such as, but not limited to; animal grooming, animal physical rehab, animal photography studios, retail sales of animal related products, if the Plan Commission finds the following:

- 1) The accessory use is consistent with the intent of the zoning district.
- 2) The accessory use is clearly established by the petitioner to be interrelated to and an accessory use of the principal animal boarding operation.
- 3) The site and or building are appropriately designed and located, or will be made so, to accommodate the accessory use and any impacts thereof.

SECTION 2. Sub Section 17.0506 A. 6. (a) regarding Animal Boarding as a conditional use under General Services is hereby repealed and recreated to read as follows:

6. General Services

- a) Animal Boarding in the M-1 and B-3 districts provided that the animals are domestic pets including (dogs, cats, hamsters or similar pet rodents, pet fish, reptiles and pet birds). In no way shall the operation be allowed to board wild animals or any pets not included in the list above. The boarding shall be for limited periods of time with no animal allowed to be continually boarded for longer than 3 weeks in row. No boarding facility may sell, trade, or in any other way exchange animals. The Plan Commission when determining the appropriateness of the site for animal boarding shall take into account the available space for outside animal activity and the impact the noise of such a facility will have on adjacent properties. In the M-1 district an animal boarding operation shall be at least 1,000 feet and in the B-3 district an animal boarding operation shall be at least 750 feet from a residential zoned property, measured from the closest point where any boarded animal may be located to the closest residential zoning district property line.

The Plan Commission recognizes that customer's

demands of animal boarding services and the culture related to taking care of pets is regularly evolving. These changes make it improbable to list all of the accessory uses of an animal boarding operation in the Code; therefore, the Plan Commission may consider accessory uses to the animal boarding operation such as, but not limited to; animal grooming, animal physical rehab, animal photography studios, retail sales of animal related products as part of the conditional use if the Plan Commission finds the following:

- 1) The accessory use is consistent with the intent of the zoning district.
- 2) The accessory use is clearly established by the petitioner to be interrelated to and an accessory use of the principal animal boarding operation.
- 3) The site and or building are appropriately designed and located, or will be made so, to accommodate the accessory use and any impacts thereof.

SECTION 3. SEVERABILITY

The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of the court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and not affect the validity of all other provisions, sections or portions thereof of the ordinance which shall remain in full force and effect. Any other ordinances are hereby repealed as to those terms that conflict.

SECTION 4. EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this _____ day of _____, 2021

VILLAGE OF SUSSEX

Anthony LeDonne, Village President

ATTEST:

Sam Liebert, Village Clerk-Treasurer

Published and/or posted this _____ day of _____, 2021

GENERAL NOTES:

- - Indicates found 1.27" outside diameter Reinforcing Bar (unless otherwise noted). All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- - Indicates found 0.75" outside diameter Reinforcing Bar
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the North line of the N.W. 1/4 of Section 35, Town 8 North, Range 19 East, bears North 89°05'02" East.
- The 40' wide Landscape Easements per "Johanssen Farms" Subdivision along Maple Avenue is granted to each individual Lot Owner within this Subdivision, "Johanssen Farms" Subdivision and "Johanssen Farms Addition No. 1" Subdivision. The Owners of the residential Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore the landscaping within said Landscape Easement. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
- The Landscape Island Easement per "Johanssen Farms Subdivision" is granted to each individual Lot Owner within this Subdivision, "Johanssen Farms" Subdivision and "Johanssen Farms Addition No. 1" Subdivision. The Owners of the residential Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore the landscaping within said Landscape Island Easement. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
- Private Drainage Easements granted to Owners of the Lots within this Subdivision are established to provide for the unobstructed flow of Stormwater runoff from adjacent and upstream properties. Owners of Lots on which these Private Drainage Easements exist shall be responsible for keeping these areas free of any obstructions or grade alterations that may restrict or divert this flow.
- The public storm sewer, sidewalk, watermain, access, and stormwater easements are hereon granted to the Village of Sussex per the Public Easement Provisions stated on this final plat.

PUBLIC EASEMENT PROVISIONS:

Permanent non-exclusive easements granted to the Village of Sussex ("Village") upon, within, and beneath the land identified on this final plat as:

- (A) - "Existing 20' Wide Public Storm Sewer Easement"
- (B) - "Existing 11' Wide Public Sidewalk Easement"
- (D) - "Existing 30' Wide Public Access and Watermain Easement"

- Purpose:** The purpose of these Easements is to:
Existing 20' Wide Public Storm Sewer Easement:
 - Install, operate, maintain, and replace underground storm sewer utility facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit storm water.
 - Surface storm water conveyance.Existing 11' Wide Public Sidewalk Easement:
 - Construct, maintain, repair, and replace pedestrian sidewalks depicted in the final plat.Existing 30' Wide Public Access and Watermain Easement:
 - Install, operate, maintain, and replace underground water utility facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit municipal water.
 - Construct, maintain, repair, and replace pedestrian sidewalks depicted in the final plat. Trees, bushes, branches, and roots may be trimmed or removed so as not to interfere with the Village's use of the easement areas.
- Access:** The Village, and its employees, agents, and independent contractors shall have the right to enter upon the easement area for the purpose of exercising its rights in the easement area.
 - The general public shall have the right to traverse the "11' Wide Public Sidewalk Easement" and "30' Wide Public Access and Watermain Easement" areas for use as a public sidewalk.
- Buildings and Other Structures:** The land owner agrees that no structures will be erected in the easement area, or in such close proximity to the facilities, such as to prevent the Village from exercising its rights under this easement.
- Elevation:** The land owner agrees that the elevation of the existing ground surface within the easement area will not be altered by more than four (4) inches without the written consent of the Village.
- Restoration:** The Village agrees to restore or cause to have restored the land owner's land to grade and replace sod or grass disturbed. This restoration, however, does not apply to the initial installation or to any trees, bushes, branches, or roots which may interfere with the Village's use of the easement area.
- Exercise of Rights:** It is agreed that the complete exercise of rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- These Easement shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the land owner and the Village and their respective heirs, personal representatives, successors and assigns.

BASEMENT RESTRICTION - GROUNDWATER NOTE:

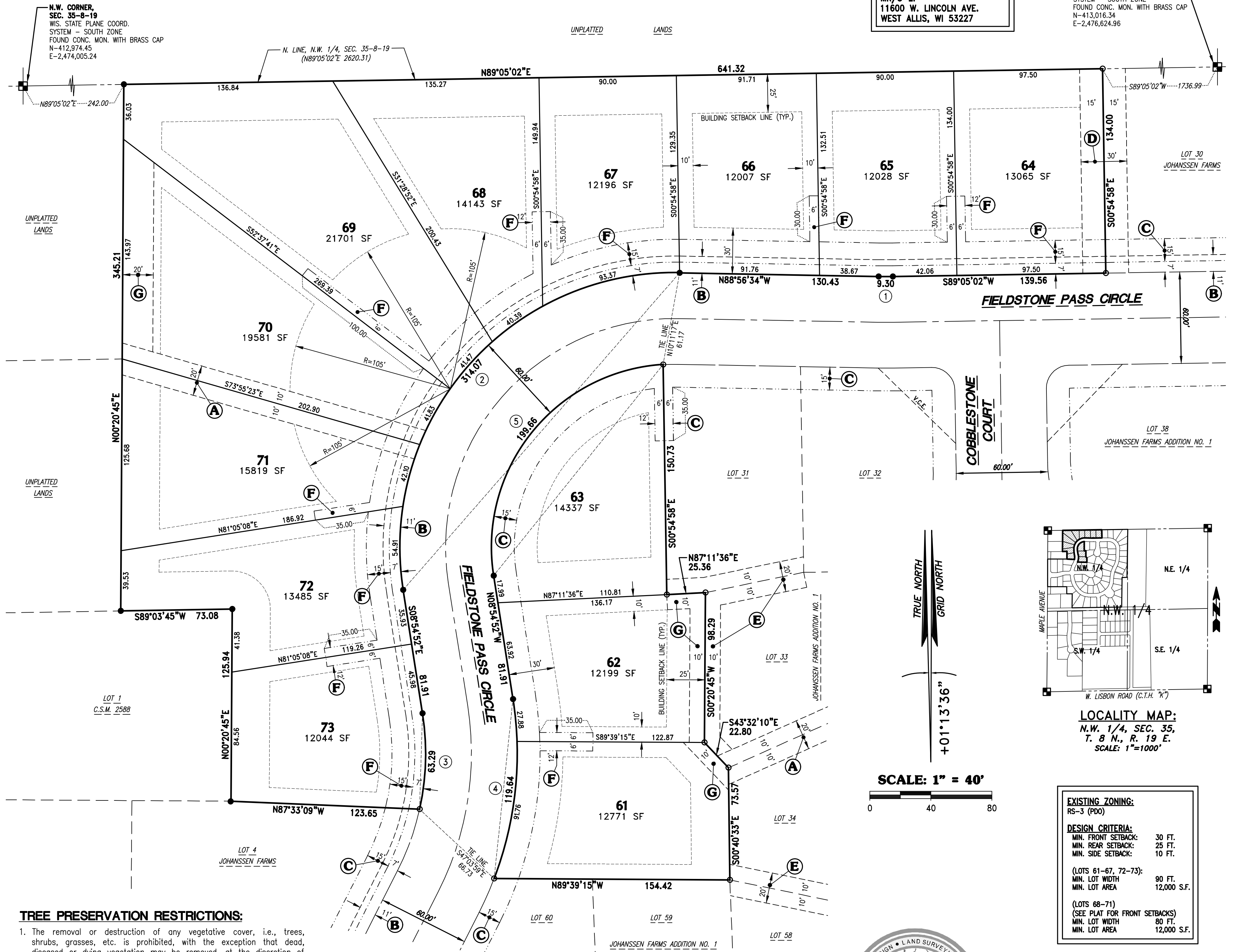
Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

BASEMENT RESTRICTION - BEDROCK NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions which, due to the possible presence of bedrock near the ground surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert be consulted regarding the construction of basements in these areas where bedrock may be present near the ground surface. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

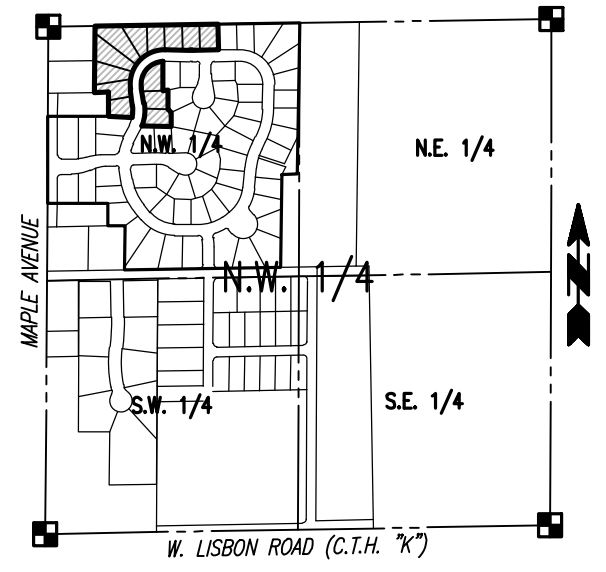
JOHANSSSEN FARMS ADDITION NO. 2

BEING A REDIVISION OF ALL OF OUTLOT 2 OF "JOHANSSSEN FARMS" AND OUTLOT 4 OF "JOHANSSSEN FARMS ADDITION NO. 1", BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

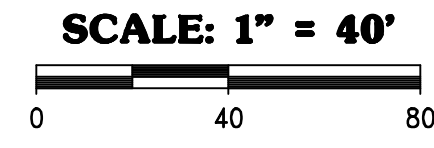


OWNER:
 MK/S-EP
 11600 W. LINCOLN AVE.
 WEST ALLIS, WI 53227

N. 1/4 CORNER, SEC. 35-8-19
 WIS. STATE PLANE COORD. SYSTEM - SOUTH ZONE
 FOUND CONC. MON. WITH BRASS CAP
 N=413,016.34
 E=2,476,624.96



LOCALITY MAP:
 N.W. 1/4, SEC. 35,
 T. 8 N., R. 19 E.
 SCALE: 1"=1000'



**4100 N. Calhoun Road
 Suite 300
 Brookfield, WI 53005**
 Phone: (262) 790-1480
 Fax: (262) 790-1481

EASEMENT LEGEND:

- (A) - EXISTING 20' WIDE PUBLIC STORM SEWER EASEMENT
- (B) - EXISTING 11' WIDE PUBLIC SIDEWALK EASEMENT
- (C) - EXISTING UTILITY EASEMENT AREA
- (D) - EXISTING 30' WIDE PUBLIC ACCESS AND WATERMAIN EASEMENT
- (E) - EXISTING PRIVATE DRAINAGE EASEMENT
- (F) - UTILITY EASEMENT AREA
- (G) - PRIVATE DRAINAGE EASEMENT

- TREE PRESERVATION RESTRICTIONS:**
- The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc. is prohibited, with the exception that dead, diseased or dying vegetation may be removed, at the discretion of the landowner and with approval from the municipality in which this land is located. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the municipality in which this land is located, shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Tree Preservation Easement and with the approval of the municipality in which this land is located.
 - Grading, filling and removal of topsoil or other earthen material are prohibited unless specifically authorized by the municipality in which this land is located.
 - The introduction of plant material not indigenous to the existing environment is prohibited unless specifically authorized by the municipality.

EXISTING ZONING:
 RS-3 (PDO)

DESIGN CRITERIA:

MIN. FRONT SETBACK:	30 FT.
MIN. REAR SETBACK:	25 FT.
MIN. SIDE SETBACK:	10 FT.

(LOTS 61-67, 72-73):
 MIN. LOT WIDTH 80 FT.
 MIN. LOT AREA 12,000 S.F.

(LOTS 68-71)
 (SEE PLAT FOR FRONT SETBACKS)
 MIN. LOT WIDTH 80 FT.
 MIN. LOT AREA 12,000 S.F.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

JOHANSSON FARMS ADDITION NO. 2

BEING A REDIVISION OF ALL OF OUTLOT 2 OF "JOHANSSON FARMS" AND OUTLOT 4 OF "JOHANSSON FARMS ADDITION NO. 1", BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

MK/S-EP, a Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES: AGENCIES WHO MAY OBJECT:
 1. Village of Sussex 1. State of Wisconsin, Department of Administration
 2. Waukesha County, Department of Parks and Land Use

Witness the hand and seal of said Owner this _____ day of _____, 20____.

MK/S-EP

Michael Kaerek, President

STATE OF WISCONSIN)
) SS
 COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named Michael Kaerek, President of the above named Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Company, by its authority.

Print Name: _____
 Public, _____ County, WI
 My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE:

TRI CITY NATIONAL BANK, a corporation duly organized and existing by virtue of the laws of the State of Wisconsin, Mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this Plat, and does hereby consent to the above certificate of MK/S-EP, owner, this _____ day of _____, 20____.

TRI-CITY NATIONAL BANK

Luke Baryenbruch, Business Development Officer II

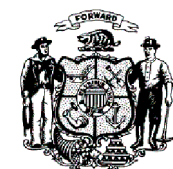
STATE OF WISCONSIN)
) SS
 COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named Luke Baryenbruch, Business Development Officer II, of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Business Development Officer II of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Print Name: _____
 Public, _____ County, WI
 My Commission Expires: _____

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration



4100 N. Calhoun Road
 Suite 300
 Brookfield, WI 53005
 Phone: (262) 790-1480
 Fax: (262) 790-1481

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
) SS
 COUNTY OF WAUKESHA)

I, Sam Liebert, being duly appointed, qualified and acting Treasurer of the Village of Sussex, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ Day of _____, 20____ on any of the land included in the Plat of "JOHANSSON FARMS ADDITION NO. 2".

Dated this _____ Day of _____, 20____.

Sam Liebert, Village Treasurer

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Plat of "JOHANSSON FARMS ADDITION NO. 2", in the Village of Sussex, MK/S-EP, owner, is hereby approved by the Village Board.

All conditions have been met as of this _____ Day of _____, 20____.

Anthony J. LeDonne, Village President

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Sussex.

Sam Liebert, Village Clerk

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
 COUNTY OF WAUKESHA)

I, Pamela F. Reeves, being duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20____ on any of the land included in the Plat of "JOHANSSON FARMS ADDITION NO. 2".

Dated this _____ Day of _____, 20____.

Pamela F. Reeves, County Treasurer

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	65	270.00	1°58'24"	9.30	9.30	S89°55'46"E	S88°56'34"E	N89°05'02"E
2	TOTAL	180.00	99°58'18"	314.07	275.72	S41°04'17"W	N88°56'34"W	S08°54'52"E
	67	180.00	29°43'13"	93.37	92.33	S76°11'49.5"W	N88°56'34"W	S61°20'13"W
	68	180.00	12°51'29"	40.39	40.31	S54°54'28.5"W	S61°20'13"W	S48°28'44"W
	69	180.00	13°11'59"	41.47	41.38	S41°52'44.5"W	S48°28'44"W	S35°16'45"W
	70	180.00	13°18'52"	41.83	41.73	S28°37'19"W	S35°16'45"W	S21°57'53"W
	71	180.00	13°23'58"	42.10	42.00	S15°15'54"W	S21°57'53"W	S08°33'55"W
	72	180.00	17°28'47"	54.91	54.70	S00°10'28.5"E	S08°33'55"W	S08°54'52"E
3	73	170.00	21°19'51"	63.29	62.93	N01°45'03.5"E	N12°24'59"E	N08°54'52"W
4	TOTAL	230.00	29°48'13"	119.64	118.30	N05°59'14.5"E	N20°53'21"E	N08°54'52"W
	61	230.00	22°51'29"	91.76	91.15	N09°27'36.5"E	N20°53'21"E	N01°58'08"W
	62	230.00	6°56'44"	27.88	27.86	N05°26'30"W	N01°58'08"W	N08°54'52"W
5	63	120.00	95°19'55"	199.66	177.42	S38°45'05.5"W	S86°25'03"W	S08°54'52"E



Village of Sussex Fire Department
N63 W24335 Main Street
Sussex, Wisconsin 53089

Kristopher Grod
Fire Chief
Fire Station - *Business*
262-246-5235
Fire Station - *FAX*
262-246-5196

MEMORANDUM

DATE: February 9, 2021

TO: Village of Sussex Public Safety and Welfare Committee

FROM: Kristopher Grod, Fire Chief

RE: Ambulance Purchase

The Village of Sussex Fire Department in continuing with equipment replacement is requesting to purchase a new Ford F550 Ambulance. The new ambulance will replace the Village's oldest current ambulance, a 2006 model with 68,455 miles and 4,732 engine hours. This 2006 ambulance was scheduled for replacement this fiscal year based on our regular replacement cycle.

Total Cost: \$283,278.00



LIFE LINE

EMERGENCY VEHICLES

AMBULANCE QUOTE

Village of Sussex
 Jerrad Ihlendfeld
 N63W24335 Main Street
 Sussex, WI 53089
 262-246-5197
 262-246-5196

Jefferson Fire & Safety, Inc.
 Rob Little
 7620 Donna Drive
 Middleton, WI 53562
 (608) 836-0068
 n/a
 rob@jeffersonfire.com

Exp. Date: 03/30/2021
Quote No: 10750-0004 Sussex Fire Department
BODY: SUPER D 167" SUPERLINER TYPE I

02/10/2021

PART NO	S	DESCRIPTION	QTY
	S	== 171" SUPERLINER TYPE I - 1.000 01/08/20 ==	1
		MASTER PARTS REVISION DATE (Start 01-12-21 to 04-01-2	1
00-00-0500	<	LIFE LINE WARRANTY Warranties Include: Lifetime Modular Body Warranty Lifetime Electrical Harness Warranty Lifetime Limited Cabinet Warranty 5-Year/60,000 Mile Product Conversion Warranty 10-Year/100,000 Mile Electrical Warranty Elite System 6-Year Pro-Rated LL Paint Warranty Which is as follows: For 3 Years 100% 4th Year 50% 5th Year 25% 6th Year 10%	1
00-00-0700	<	>>>SHOP COPY DATE - FACTORY USE ONLY<<< Date Order Placed By Dealer: Draft Work Order Process Date: 1st Dealer Draft Date:	1

PART NO	S	DESCRIPTION	QTY
		Final Dealer Draft Date:	
		Sign-Off Date:	
		Parts/Drafting/Paint:	
		Shop Release Date:	
		SFD:	
00-00-0800	<	Customer Contact Person (Required For Factory Use) Specify Name And Number:	1
		Jerrad Ihlenfeld Deputy Chief, Sussex Fire Department N63W24335 Main Street Sussex, WI 53089 Direct: (262)408-3768 Office: (262)246-5197 Email jihlenfeld@villagesussex.org	
00-00-2100	<	Sales Rep: Rob Little 1-608-723-9126 Jefferson Fire & Safety, Inc.	1
00-00-FL00		Fill Unit With Fuel For Delivery (Charge To Dealer Account)	1
00-00-FN00	S	< > Specify FORD Fleet Number If Available (FORD Chassis Only) Specify FIN Number: FORD GPC REBATE DEDUCTED "DEALER ASSIGNMENT"	1
		FIN# QU255 Active GOVERNMENT VILLAGE OF SUSSEX N 64 W 23760 MAIN ST SUSSEX, WI 53089	
00-00-PU00	<	Specify Previous Unit Number: (FACTORY USE ONLY) UNIT #3665	1
		BODY STYLE	1
00-02-1100	S	< > 171" x 96" SUPERLINER TYPE I PASS-THRU (F-450/550 OR DODGE) Call For Factory Approval Before Customer Quote. Call For Chassis Pricing.	1

PART NO	S	DESCRIPTION	QTY
		CHASSIS	1
10-00-0100		Chassis VIN Number: (FACTORY USE ONLY)	1
10-00-5100	S	< > 2022 Ford F-550 193" W.B. 18,000 GVWR 4 WD Cab/Chassis With Standard Ford O.E.M. 3-Year/36,000 Mile Warranty.	1
		7-1-15 Elite Gen3 F-Series Requires & Includes 3 Batteries. Standard 1 Battery under Hood with 2 in Battery Compartment With a Maximum of 2 Under the Hood	
10-00-6050		< > Liquid Spring Suspension Kit For Ford F-Series ALL WARRANTY ISSUES/CLAIMS GO TO THE INSTALLER Installed By: Al Meyer - 563-578-8650	1
10-01-3400		< **FACTORY USE ONLY** Spare Chassis Keys And Owner's Manual Present.	1
10-01-8000		> Delete Standard Wheel Covers	1
10-02-1000		O.E.M. Door Mirrors	1
10-02-3500		< O.E.M. AM-FM Radio W/Cab Speakers CD PLAYER IS NOT AVAILABLE ON THE DODGE CHASSIS AS THAT IS PLACED IN THE CENTER SEAT AND THAT IS DELETED FOR AMBULANCE.	1
10-02-5000		Low Voltage Throttle Manager	1
10-02-5700		< Hand Held Cab Spot Light 12 volt outlet included. Specify location for the outlet.	1
10-03-0000	S	< > Large Custom Floor Console (See Drawings) INSTALL CUSTOMER SUPPLIED RECESSED RADIO TRIM BEZEL	1
10-03-0035		< Add 15 Degree Wedge to Front Electrical Control Panel Screen Life Line Part #P07210-REV C	1
10-03-8200		< Add Auto Dump Feature To Rear O.E.M. Lowering Suspension System w/"OS" Light Wire Circuit To Auto Dump From The Secondary Rear Door Switch. Includes: ON/OFF Safety Switch On Inner Primary Rear Door Panel. Whelen Red "OS" System Dumped Warning Light On Front Console. Neutral Safety Circuit (Will Not Dump In Drive Gear). (THIS FEATURE NOT ON LIQUID SPRING)	1

PART NO	S	DESCRIPTION	QTY
10-03-8900	<	3 Battery Package Standard-All Matching CCA Of The Standard Battery 2 Batteries in Battery Compartment & 1 Under Hood.	1
10-04-3500		Owner's Manual (1 Included With Unit)	1
		MODULAR BODY TYPE I	1
15-01-1600	< >	KKK Package Includes (2)-5# Fire Extinguishers Oxygen Wrench Lock on Cab to Module Door or Window, lockable from cab side	1
15-01-5000	>	Standard 72" Finished Headroom	1
15-01-9005		Cab To Module Sliding Pass-Thru Window	1
15-01-9005		Cab To Module Sliding Pass-Thru Window	1
15-02-0000		Standard Perko Body Intake And Exhaust Vents (3-STD)	1
15-02-1600	<	1 Piece Stainless Steel Wheel Well Trim Rings (Small) 18.75" radius for Ford E-Series/F-Series, Dodge, Chevy G-Series, CK and TerraStar	1
15-02-2500		Standard Cast Fuel Fill Housing	1
15-02-2605	<	Standard F-Series DEF Fill Mounted Streetside Module in Front of Wheel Well Mounted On The Streetside Module Body in Front of Wheel Well.	1
15-DL-9902	< >	Standard 3" Lowered Front Body Skirts F-Series & Dodge Includes Dual Side Entry Step	1
		MODULE DOORS AND WINDOWS	1
20-00-0100	<	2 Red Reflectors On Each Module Entry Door One Mounted At The Top And One Mounted At The Bottom.	1
20-00-0500	<	Combination Extruded/Pan Formed Module Entry Doors With Clean Seal #50512 Door Gaskets. Includes Stainless Steel Sill Plates. Non-Slip Tape on Side Entry Sill Plate	1
20-01-0000	<	Full Height Side Entry Door With Gas Style Hold-Open Position The Hold-Open At 90 Degrees.	1
20-01-1000		Side & Rear Entry Door Thresholds With Black/Yellow Safety Anti Slip Tape	1
20-01-3000	< >	Sliding Side Entry Door Window (Dark Tint) Sliding Window With Screen And Dark Tint.	1
20-01-3500		Rear Doors With Grabber Style Hold-Opens	1
20-01-5500	< >	Fixed Rear Entry Door Windows (Dark Tint) With Dark Tint Option.	1

PART NO	S	DESCRIPTION	QTY
20-01-9000	<	Delete Exterior Assist Handle On Side Or Rear Entry Doors (Ea) Specify Deletion Location: DELETE FROM REAR DOORS KEEP SIDE DOOR HANDLE LIKE THIER LAST UNIT 3665	2
20-02-0000		Tri-Mark 030-18 Free Float Handles with Chrome Exterior And Black Pocket	1
20-02-1500		Primary & Secondary Exterior & Interior Rear Door Free Float Handles Standard	1
20-02-1600	<	Secondary Door Release Latches On All Entry Doors (3) L04025 Label LH Arrow (3) L04026 Label RH Arrow	1
20-02-2500		Shielded Cable Activated Module/Compartment Door Latches	1
20-02-3500		Cage Nuts On All Door Panels	1
20-02-4000		Polished Diamond Plate Lower Module Entry Door Trim Panels	1
20-02-5500	<	Stainless Trim On Hinge Side Of Door Extrusions (Ea) Specify Location: COMPARTMENT DOORS ONLY, P1,P3,D1,D2,D3	5
20-02-6000	< >	Diamond Plate Side Entry Door Stepwell W/Sealed Seam Edges TYPE 1'S WILL HAVE DUAL SIDE ENTRY STEP STANDARD	1
20-03-0505	< >	Small Window In Side Of Body (Dark Tint) 9-3/4" x 32-3/4" Fixed Window With Dark Tint Option. Specify Side:Sliding Window With Screen And Dark Tint. Specify Side: STREETSIDE NOTE TO CUSTOMER: THERE IS NO ROOM FOR A PRIVACY PANEL AND MARKING BOARD DUE TO THE SIZE OF THE WINDOW.	1
		EXTERIOR COMPARTMENTS	1
25-00-0100	<	SPECIAL NOTE TO DEALER Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1
25-00-0200	<	2 Red Reflectors On Each Full Height Compartment Door One Mounted At The Top And One Mounted At The Bottom. One Reflector Mounted On Each Standard Height Compartment Door.	1
25-00-0500	<	Combination Extruded/Pan Formed Compartment Doors With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted. Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening.	1

PART NO	S	DESCRIPTION	QTY
		Does Not Include Doors That May Hit Other Compartment Doors.	
25-00-0600		Polished Diamond Plate Exterior Compartment Door Panels	1
25-01-0000		Magnetic Compartment Door Switches	1
25-01-1000		Polyurethane Compartment Lining-Standard Gray	1
25-01-2500	< >	Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights One Strip To Be Installed Vertically Inside Door Frame Against Wall #1 Or #3 As The Standard.	1
		The Standard Light Lengths Used Are: 18" E22140 31.5" E22141 54" E22145 72" E22149	
25-01-3300		Black Texture Coated Aluminum Exterior Compartment Vents	1
25-04-3000	< >	Delete Superliner Curbside Front Backboard Compartment Specify Alternate Backboard Compartment:	1
25-04-3500	<	Full Height Superliner Curbside Front IS/OS Compartment P1	1
25-04-5500	<	1 Fixed And 2 Adjustable IS/OS Compartment PVC Shelves (1) Adjustable In The Upper Section. (1) Adjustable In The Lower Section.	1
25-04-7000		Cabinet Liner Lined Walls In The IS/OS Compartment	1
25-04-8000	<	Superliner Curbside Front Battery Compartment P2	1
25-05-3000	< >	Superliner Curbside Rear Backboard Compartment P4 Includes Fixed Vertical Divider. No Horizontal Divider. Install The Vertical Divider From the Notch Down. Interior cabinets protrude into this compartment.	1
25-05-3500	<	Superliner Full Height Streetside Front Compartment D1 O2 COMPARTMENT O2 regulator/transducer etc... should be above the O2 tank right of the divider to eliminate getting damaged with equipment being stored left of the divider.	1

PART NO	S	DESCRIPTION	QTY
25-05-4500	<	<i>Superliner Streetside Front Single Door Intermediate Comp D2</i> The interior of this compartment will need to be vented "below" the floor level as it will have a gasoline pump and extrication tool in this compartment.	1
25-05-9000		<i>3/4 Height Single Door Streetside Rear Compartment</i>	1
25-11-8005	< >	<i>Diamond Plate Adjustable Shelf W/ Dri-Dek Matting (Ea)</i> Diamond Plate With Standard 2" Lips. Specify Compartment: (1) D2 - CENTERED (2) D3 - UPPER SECTION. These shelves need to be 4" shallower so that tools can be stored on the door.	3
25-12-1000	<	<i>Fixed .125" Vortex Covered Aluminum Vertical Divider (Ea)</i> Specify Compartment: D1 Add a vertical vortexed sprayed divider that will go from the floor to the "Fixed" Shelf above the tank. Add (3) slots in the divider to make it easier to get the straps off of the tank bracket.	1
25-12-1200	<	<i>S.V.I. Adjustable Long Board Slots (Ea)</i> Includes 2" Seat Belt Style Strap Across The Front Of The Dividers. Includes 2 Vortex Covered Back Wall Cushions. Specify Location: P4 - LEFT OF DIVIDER	3
25-12-5005	<	<i>Fixed Diamond Plate Shelf W/Dri-Dek Matting (Ea)</i> Diamond Plate With Standard 2" Lip Specify Compartment: D1 - LOW AS POSSIBLE ABOVE O2 TANK ACCESS AREA	1
25-12-9000	<	<i>Black Dri-Dek On Compartment Floor (Each)</i> Specify Compartment: P1, P4, D1, D2, D3	5
25-13-5600	<	<i>2" Seat Belt Style Compartment Equipment Strap (Ea)</i> Specify Compartment Location: P4 WALL #3 FOR STAIR CHAIR.	1
		REAR STEP AND BUMPER ASSEMBLY	1
30-01-1500	< >	<i>STD Rear Bumper W/Rubber Dock-Tow Hook Options</i> Standard Rear Bumper With Rubber Dock Bumper And Tow Hook	1

PART NO	S	DESCRIPTION	QTY
		Options.	
		Includes Standard Reinforced Corner Angle Supports & Aluminum Sub-Frame Bumper. Center Section And End Caps To Be At The Same Height.	
		Tow Hooks Are Mounted Under The Bumper.	
		Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate Bumper Pod To The Sub-frame	
30-01-3500	>	Full Width Diamond Plate Rear Kick Plate	1
		IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD	1
35-01-0000	<	One Piece Body Side Panels With Lower Impact Rails Includes Lower Impact Rails Only.	1
35-01-3000	<	Diamond Plate Running Boards With Grip Strut Welded On Grip Strut	1
35-01-7100	< >	Whelen 2G 4" Round L3 Intensity Grommet Mounted Running Board Lights (Pr) Part# 20C0CDCR Lights Are Mounted With 2GROMMET Grommets Includes Deutsche Connectors NOTE: Not Available On Chevy G-Series	1
35-01-7500	>	Rear Mud Flaps With Metal Stabilizers	1
35-01-9000		Stainless Steel Compartment And Entry Door Sill Plates	1
35-02-0000	< >	Drip Rail Over Door (Ea.) Specify Compartment: P1, P3, D2, D3, REAR DOORS	5
35-02-0900	<	Frame Rail Cover A Full Width Diamond Plate Frame Cover to Be Installed Between the Cab and the Module.	1
35-02-2500	<	36" High Front Stone Guards With Sealed Top Edge.	1
35-02-4500	<	Rear Corner Stone Guards (Kick Plate Height) With Sealed Top Edge.	1
35-02-5500		Polished Stainless Steel Plate Under Fuel Fill Area	1
35-02-6015		Polished Stainless Steel Plate Under a DEF Fill Area	1
		ELECTRICAL SYSTEM	1
40-00-0550	< >	Elite G3 Touch Screen Electrical System Includes: (1) Front Switch Panel, (1) Rear Switch Panel.	1

PART NO	S	DESCRIPTION	QTY
		(2) Carling Switches (1) Center Strip Lights (1) Momentary Disable Switch For Curb Side Scene Lights. Standard Location Is The R.F.S. Cabinet.	
		(1) Electric Oxygen with Regulator And Oxygen Display. Regulator Mounted On A Bracket Remote From The Oxygen Tank. Includes High Pressure Hose From The Tank To The Regulator.	
		(3) Power Point Studs - They Will Include A Full-time Hot, Battery On (Ignition Hot), & Ground. These Are Rated 20 AMPS Or Less. Dealer To Specify Location: Aux Electrical	
		(1) Back-Up Camera White (ASA VCMS20) (This Camera Will Always Be Displayed Thru The Elite Front Touch Screen And The Camera Head Will Be White Unless Otherwise Specified) Specify (VCMS20B) For Black	
		Dome Lights On Low With Entry Door. (On High Is Not An Option)	
		The R.F.S. Switch May Turn On the Dome Lights On High or the Center Strip Lights. Specify: Center Strip Lights	
		Inverter Will Come On With Ignition If One Is Specified, Along With Button Provided On Switch Panel.	
40-00-6020	<	Additional Camera Head (Elite Touch Screen System Only) Specify Camera Head Color: WHITE VCMS20-White VCMS20B-Black Specify Location(s): REAR CUSHION FACING FORWARD	1
40-01-0301	<	Add Second Rear Touch Screen (Elite System) Specify Mounting Location:	1
40-01-0410	<	Additional Carling Switch (ea) Specify Location(s): REAR PRIMARY DOOR Specify Functions: REAR SCENE LIGHT DISABLE	1
40-01-2000	<	Reverse Activated Alarm With Momentary Auto Reset Switch ECCO #575 Alarm.	1
40-01-5000	<	Super Auto Eject Shoreline - 20 Amp Specify Location: ABOVE D2 Specify Inlet Cover Color: RED (Red/White/Yellow/Gray) SPECIAL NOTE ABOUT 115 VOLT CURRENT DRAW (AMPS) This Unit Has A 20 Amp Shoreline Inlet That At A Capacity Rating Of 125% Has A Maximum Amperage Load Of 16 Amps.	1

PART NO	S	DESCRIPTION	QTY
		This Unit As Ordered Has A Total 115 Volt Amp Draw Of ** Amps. This Leaves A Reserve Of ** Amps For Interior Outlets. This DOES NOT Include Any Customer/Dealer Installed Equipment.	
40-01-6900	<	**FACTORY USE ONLY** Shoreline Inlet Adapter Plug Present.	1
40-01-7500	<	Shoreline On Indicator Light (Exterior) Mounted Above Or Near The Shoreline Inlet. (Red LED). Whelen "OS" Series Non-Flashing Is The Std. Light	1
40-02-3500	< >	Vanner 20-1050 CUL 1000W Inverter With Display Includes 55 Amp Battery Charger Specify Remote Charger Display Location: Specify Remote Inverter Display Location: Installing Displays on any part of the exterior of the unit, Voids all Warranty issues from Vanner & Life Line.	1
40-03-0000	<	Action Area Dual 2.1 amp USB Charger And 20 amp 12v Outlet Full Time Hot Circuit. Part #E26088	1
40-03-2000	<	R.F.S. Cabinet Dual 2.1 amp USB Charger And 20 amp 12v Outlet Mounted In The UPPER Section On Wall #1. Full Time Hot Circuit.	1
40-03-5500	<	Add 12 Volt Power Outlet (Ea) Full Time Hot Circuit. Specify Location: CURBSIDE HEAD END WORKSTATION NEXT TO DRAWER.	1
40-03-6000		Action Area 125 Volt Standard Style Hospital Grade Outlet	1
40-03-7000	<	R.F.S. Cabinet 125 Volt Standard Style Hospital Grade Outlet Mounted In The UPPER Section On Wall #1.	1
40-03-8500	<	Add 125 Volt Standard Style Hospital Grade Outlet (Ea) Specify Location: (1) CURBSIDE HEAD END WORKSTATION NEXT TO DRAWER. (1) CAB BEHIND DRIVERS SEAT (1) LOWER R.F.S. ON WALL #1 (1) ABOVE WALK THRU COUNTER TOP. CURBSIDE (1) ACTION WALL IATS - SPREAD OUT FROM STANDARD OUTLET.	5

PART NO	S	DESCRIPTION	QTY
		All Cab Floor Requested Installs will Include Weatherproof Cover, Unless Otherwise Specified.	
40-04-3800	< >	Smithworks 12 Volt Floor Mount IV Fluid Warmer Tray (Ea) Specify Cabinet Location: PFUND DRAWER, CURBSIDE FOOT END WORKSTATION.	1
		Circuit Is Wired 12 Volt Full Time Hot. REQUIRES BATTERY CHARGER. MANUFACTURER WARRANTY ONLY APPLIES.	
40-04-4000	>	Power Door Locks For Side Entry & Rear Entry Doors	1
40-04-4500	< >	Additional Power Door Lock (Ea) Door Locks Are Wired Thru The O.E.M. Door Lock Switches. Door Locks Are Thermally Protected With Pulsed Signals. Specify Compartment Location: D1, D2,D3,P1,P4	5
40-04-6000	>	Hidden Switch In Rear License Plate Housing (Unlock Only)	1
40-05-1600	<	12 Volt Power And Ground Circuit For Flashlight (Ea) Specify Location: 5amp circuit ea.	2
40-05-3100	<	Streamlight E-Spot LED LiteBox (ea) Includes Direct Wire Rack ILOS - USE Streamlight Fire Vulcan LED box lights Specify Location: TBD	2
		INTERIOR LIGHTING	1
45-01-0000		Oxygen Compartment Light	1
45-01-0500	<	Side Entry Door Stepwell 3" Round LED Light Whelen 3" Round Super-LED Surface Mounted	1
45-01-1500	<	8 Ceiling Lights Tecniq 8" LED Neutral White Frosted Dome With White Trim 4-Streetside 4-Curbside TecNiq# E08-LW00-1	1
45-01-3000		12" Grote 60591 LED Action Area Light	1

PART NO	S	DESCRIPTION	QTY
45-01-5510	< >	6 - 3" Round Super-LED Surface Mounted Lights Down Center Strip Whelen Part #3SC0CDCR With #3FLANGEC Chrome Flange With Gasket.	1
45-02-3000	<	Brake Light Mounted On The Rear Head Cushion (Ea) Mount In The Center Section Of The Rear Head Cushion. ("OS" Series Red LED).	2
45-02-4000	<	Rear Turn Lights Mounted On The Rear Head Cushion (Pr) Mounted On Each Side Of The Rear Head Cushion. ("OS" Series Amber LED).	1
		EXTERIOR LIGHTING	1
50-01-0001	<	Whelen M6 Series "LED" Stop/Tail Lights (Pr) #M6BTT Mounted Above The Rear Kick Plate.	1
50-01-6001	<	Whelen M6 Series "LED" Amber Turn Lights (Pr) #M6T Mounted Above The Rear M6 Series LED Stop/Tail Lights. They shall be wired to flash sequentially in the direction of the arrow	1
50-02-9000	>	C.P.I. License Plate Housing	1
50-02-9501	<	Whelen M6 Series LED Back-Up Lights (Pr) #M6BUW Mounted Above The Rear Turn Lights Unless Otherwise Specified.	1
50-03-4902		Two Reverse Activated Whelen M7ZC LED Rear Load Lights	1
50-03-8401		Whelen M9LZC Side Scene Lights (Two Each Side)	1
50-03-9000		Right Side Scene Lights On With Open Side Entry Door	1
50-04-2000	<	Rear Side Scene Lights On In Reverse IATS REAR WINDOW LEVEL LIGHTS	1
50-04-5000	<	Wire Rear Emergency Light Flashers To Brake Circuit IATS Specify Light Location:	1
50-04-5510	<	3" Round Super-LED Surface Mounted Compartment Door Flashing Light (Ea) Specify Location(s): SIDE ENTRY DOOR (1) UPPER CORNER (1) LOWER CORNER Part # 3SA00FAR Specify LED & Lens Color: AMBER/AMBER ALTERNATE	2
50-04-7500	< >	Federal Commander COM1 "LED" ICC Marker Lights COM1MC-A=Amber COM1MC-R=Red	1

PART NO	S	DESCRIPTION	QTY
50-04-8000	<	Innovative Lighting Slimline Rear DOT/Brake Light Mounted Above The Rear Doors. Mounted Above The Drip Rail Unless Otherwise Specified. Mid Sections To Be Wired Thru The Brake Light Circuit.	1
50-04-8100	<	Innovative Lighting Slimline Front DOT Light Mounted Above The Drip Rail Unless Otherwise Specified.	1
	<	***RADIO PROVISIONS AND AIR HORNS*** Pricing does not include installation of customer supplied radio equipment unless otherwise stated. All customer supplied radio equipment must be received at Life Line prior to construction start date.	1
55-01-3040	S <	(2) 21.5" Grover Air Horns Mounted Thru Bumper Valance F-Series w/Compressor Includes: LL# F15011 Standard Duty Compressor Specify Compartment For Compressor Location: NOTE: There Is An Additional Charge If The Compressor Is Not Mounted In A Compartment. Mesh Cover Over Pump One Standard Frame Mounted Air Tank (2) LL# F15005 21.5" Grover Stuttertone Air Horns Specify Floor Button, Push Button, or Rocker Switch Button/Switch Location:	1
55-01-8500	<	KE-794 Antenna Base With Coax Specify Termination Location: (1) Front Module Roof To The Action Area Switch Panel Coil, Zip Tie & Tag Include rain caps on all module roof antenna bases	1
55-02-1500	< >	KE-794 Module Roof Antenna Base/Coax (Ea) Specify Termination Location: (1) Middle Front Roof to Front Console LABEL LOCATIONS OF BELOW AND MARK AS SPARES (1) Middle Roof to Aux Electrical (1) Middle Rear Roof to Aux Electrical (1) Rear Roof to Aux Electrical Line all the antenna bases up in the center of the roof, evenly space from front to back. These two will be the front two. Coil, Zip Tie & Tag	4

PART NO	S	DESCRIPTION	QTY
		Include rain caps on all module roof antenna bases	
55-02-1710	<	Install Customer Supplied Cab Roof Antenna(Ea) Specify Termination Location: CRADLEPOINT ROUTER ANTENNA - OVER D1 ON CORNER OF ROOF TO AUX ELECTRICAL CABINET	1
		Coil, Zip Tie & Tag	
55-02-5500	< >	Radio Pre-Wire Power And Ground 20 AMP Or Less Circuit (Ea) Full Time Power And Ground And Battery On (Ignition On) Circuits. Butt Splice Termination Points.	2
		Specify Termination Location: (1) To the Front Console. (1) To the Action Wall Switch Panel.	
		Coil, Zip Tie & Tag	
		14 Gauge Wire Will Be Used in this Option. If Larger Gauge Wire is Required You Must Use Option 55-02-5700 or 55-02-5800.	
	<	***SIRENS AND EMERGENCY LIGHTING*** ALL WARNING LIGHTS TO HAVE CLEAR LENS	1
		ALL WARNING LIGHTS ON IN PRIMARY AND SECONDARY, FORWARD FACING CLEARS WILL SHUT DOWN IN SECONDARY MODE.	
		EXCEPTION TO THIS IS REAR AMBER 60-03-3003	
60-01-2000	< >	Federal EQ2B Electronic Siren System ILOS PENDING AVAILABILITY ON SOME CHASSIS MODELS. Includes EQ2B-FM Flush Mount Control Head CANNOT Use The Whelen Howler With The EQ2B Siren As Federal And Whelen Are Not Compatible.	1
60-01-4500	< >	Federal Signal ES100C Behind Bumper Siren Speakers (F-Series) Mounted Behind Bumper Wings "F" guard Cover Included	1
60-01-9001	< >	4 Whelen M9 Series "LED" Side Module Warning Lights Part # M9RC Mount The Side Lights Inline.	1

PART NO	S	DESCRIPTION	QTY
		Model # ILOS: M9RC	
		Specify KKK Or Comet Flash Pattern: MODUFLASH	
60-02-5000		Delete The 2 Standard Front Module Warning Lights (Credit)	1
60-02-8100		Delete The Standard Center Front Module Warning Light (Credit)	1
60-02-9501	< >	2 Whelen M9 Series "LED" Rear Module Warning Lights Part #M9RC	1
		Model # ILOS: M9RC	
		Specify KKK Or Comet Flash Pattern: MODUFLASH	
60-03-3006	< >	1 Whelen M7 Series "LED" Center Rear Module Warning Light Part #M7AC	1
		Model # ILOS: M7AC	
		Specify KKK Or Comet Flash Pattern: MODUFLASH	
		NOTE: THIS LIGHT WILL ONLY ACTIVATE IN SECONDARY MODE	
60-04-4610	< >	Emergency Lights On In Reverse Specify which Button on the touch screen or flasher circuit is to be activated.	1
60-04-5295	< >	2 Whelen M2 Series "LED" Grille Lights (Type I) Part #M2R - GRILLE UPPER BAR	1
		Model # ILOS:	
		Specify KKK Or Comet Flash Pattern: X PATTERN FLASH WITH LOWER WHITE M2's	
60-05-0494	< >	2 Whelen M7 Series "LED" Intersection Lights (Type I) Part #M7RC	1
		Model # ILOS: M7RC	
		Specify KKK Or Comet Flash Pattern: MODUFLASH	
60-06-0655	<	Sound Off Wig-Wag Headlight Flasher LL#28033 Sound Off # ETHFSS-SP-ISO F-Series Wig-Wag Module Disables OEM DTRL headlights.	1

PART NO	S	DESCRIPTION	QTY
60-06-6001	< >	2 Whelen M7 Series "LED" Rear Wheel Well Lights Specify Whelen Light Number: M7RC Specify KKK Or Comet Flash Pattern: MODUFLASH	1
60-07-1530	< >	7 Whelen M9 Series "LED" Front Module Warning Lights Clear Lens Specify Whelen Part #: (5) M9RC (2) M9C LAYOUT R/R/W/R/W/R/R Steady Flash Unless Otherwise Specified Specify KKK Or Comet Flash Pattern: MODUFLASH	1
60-08-8700	<	Whelen TAL85 47" "LED" Rear Traffic Advisor With 45' Interconnect Cable With 8 Amber "LED" Lamps. Specify Remote Location:	1
60-09-0495	<	Tomar Traffic Pre-Emption Strobe with Power Supply (1) RECT-37S Clear Light (1) E23223 Chrome Bezel (1) 401-1228-PREHI Emitter Power Supply	1
60-09-4605	<	Whelen M2 Red Or Amber Or Blue Or Clear "LED" Light (Ea) Specify Color: M2C (WHITE) Specify Location: FRONT GRILLE LOWER BAR X PATTERN FLASH	2
60-10-0160	<	Rear Window Level Whelen M9 Red Or Amber Or Blue Or Clear "LED" Lights (2) Specify Color: M9RC	1
60-11-4400	<	Whelen ULF44 LED Flasher 4-Outlet 60 Watts (Ea) BRAKE OVERRIDE FLASHER	1
60-12-1010	< >	Federal Signal LED Crash Rail Light Red/White (Ea) Model #MPS620U-RW, 12 LED, Split Color (Red/White) Both Colors To Flash unless otherwise Specified. Specify Flash Option:	6

PART NO	S	DESCRIPTION	QTY
		PATIENT COMPARTMENT	1
65-00-0100		Standard Solid Surface Construction Interior Cabinets	1
65-00-9900	<	SPECIAL NOTE TO DEALER Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1
65-01-2000		Standard Smooth Headliner	1
65-01-3500	<	1/4" Gray Tinted Polycarbonate Sliding Doors On Cabinets Includes Brushed Finish Interior Trim.	1
65-02-2240	< >	"Dealer/Customer Supplied Package" Stryker Power or Performance Load System WIRE FOR POWER LOAD	1
		Will Be Center Mount Unless Otherwise Specified Includes: Floor Structure - Tapping Blocks Includes Life Line Supplied Power & Performance Load Floor Plate Kit #6390-700-001 - (Needs to Include Track Cover) Wire with 10 Gauge Power and Ground with a 15 Amp Circuit Breaker Powered by Shoreline or Battery on Power. The Power And Ground Is Run To Inside The Track, Or To Trolley If Supplied. Complete 6390 Power or 6392 Performance Load System Installed Be sure to leave main power switch in the off position. Will Be Center Mount Unless Otherwise Specified Does NOT include cot. Includes Std. Life Line Push Rail Floor Mount Stryker Part# 6360-030-11 LL#F09042 Does Not Include Push Rail	
65-02-8500	<	L.R.O. Cabinet With Top Hinged Polycarbonate Door LEFT HINGED ILOS	1
65-03-3500	<	Cabinet Above The Side Seat With Speed Load Door To be 8.25"H With Positive Lock Feature.	2
65-03-7500	<	L.F.O. Cabinet With Speed Load Door With Positive Lock Feature. To include [1] PVC shelf.	1
65-04-2300	<	Delete Standard Left Rear Base Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1
65-04-6600		Delete Standard Telemetry Area Cabinet	1
65-04-8100	<	Delete Standard Lower Telemetry Area Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1

PART NO	S	DESCRIPTION	QTY
65-05-0000	<	Slanted Action Area Switch Panel Includes Sliding Polycarbonate Doors Forward Of The Switch Panel. NOTE: Install a Grommet Under This Cabinet Back Near Wall For Radio Pre-Wire And Antenna to Route Out Of Cabinet At The Bottom.	1
65-05-0100	<	Pfund Style Action Area Fold-Down Locking Drug FOOT END OF THE CURBSIDE WORKSTATION - IV WARMER WILL BE INSTALLED IN THIS DRAWER To Include Gas Hold-Open On Each Side. Mc Master #6521K31 (Requires 2). Mc Master Ends #9416K86 (Requires 4). Austin #L8800SS90 Locking Paddle Latch. Does Not Include Lift-Out Drug Tray Unless Otherwise Ordered.	1
65-05-0500	< >	Lower Action Area Cabinet With Sliding Polycarbonate Door BOTTOM HINGED DOOR ILOS FRAMED POLY	1
65-05-2500	< >	Action Area Tip-Out Trash Cabinet LL# F18152	1
65-05-4600	<	SS Squad Bench w/Contoured Ergo Backrest & 4-Point Seat Belt ILOS CPR Seat Includes 2 Sets of Black IMMI 4-Point Seat Belts. Includes 3 Cot Restraints & Retractors. TWO PIECE LID - NO DIVIDER FOOT END UNDER BENCH DROPPED FOR DEEPER STORAGE	1
65-05-8005	< >	Rear Facing Valor Sewn Attendant Seat w/Child Safety Seat On Pedestal/Swivel Valor Sewn Seat with Child Safety Seat & Life Line Logo To Match Cushion Vinyl unless otherwise specified Includes 4-Point Belt Question: Will there be an O2 Bottle Attached to the Head of the Cot? YES Requires Lower Streetside Aisle Cabinet And Bulkhead Wall Cabinet For Overflow Electrical Equipment.	1
65-05-9795		Delete Contoured Ergo Backrest/IMMI 4 Point Seatbelt (Ea)	1
65-06-2000	< >	Rear Facing Electrical Cabinet And Door Vent Accordingly	1

PART NO	S	DESCRIPTION	QTY
65-07-0000	< >	Right Front Upper ALS Cabinet With Solid/Polycarbonate Doors Solid Surface Doors With Vented Polycarbonate Inserts. USE DUAL LATCHES	1
65-07-3000	< >	Right Front Lower ALS Cabinet With Solid/Polycarbonate Doors Solid Surface Door With Vented Polycarbonate Inserts. USE DUAL LATCHES	1
65-07-5300	<	Top R.F.S. Cabinet W/Top Hinged Solid Door ILOS Heat/AC Includes Gas Style Hold-Opens. M1 Latch on Door. Drill a 2" hole and grommet for power cords to be able to be ran down to the upper RFS cabinet and plug in. Cut hole in corner of Wall #1 and Wall #2.	1
65-07-5410	<	Top R.F.S. Cabinet (Ducted Heat/AC In Ceiling Pkg Discount) Includes Gas Style Hold-Opens.	1
65-07-9000	< >	Add Cabinet In The Lower Walk-Thru Area With Solid Surface Counter Top Area. INCLUDES ONE ADJUSTABLE SHELF TWO DOORS (SOLID/POLY INSERT) AND DUAL LATCHES	1
65-08-0500	<	CS Squad Bench w/Contoured Ergo Backrests w/1 Piece Lid & No Divider Includes 1 Set Of Black IMMI 4-Point Seat Belts.	1
65-08-3600	< >	Superliner Head Of Squad Bench Work Cabinet INLCUDES: CORIAN COUNTERTOP - NO LIP 2 SLIDE OUT DRAWERS TOWARDS SQUADBENCH 1 SLIDE OUT SHARPS AND WASTE AISLE FACING 1 125V OUTLET 1 12V OUTLET SIDE GRAB RAIL	1
65-08-6500	< >	Cabinet At The Foot End Of The Squad Bench DOES INCLUDE CORIAN COUNTER TOP - WITH STANDARD LIP ALSO INCLUDES	1

PART NO	S	DESCRIPTION	QTY
		2 DRAWERS FACING SQUAD BENCH	
		1 PFUND DRAWER	
		UPPER SMALL CABINET	
65-08-8500		Squad Bench Headrest Cushion	1
65-09-0500	< >	One Section Bandage Cabinet With Speed Load Door With Positive Lock Feature. Specify Cabinet Depth: MAX DEPTH AND HEIGHT	1
65-09-6000	<	Recessed Glove Box Storage In Cushion Area Above Doors(Ea) Recessed Storage Box With Top Hinged Polycarbonate Door. Specify Location: ABOVE REAR DOOR CUSHION Specify Number Of Box Cut-Outs: 2 SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box.	2
65-09-6100	<	Recessed Glove (Three) Box Storage In Side Door Cushion Area Recessed Storage Box With Top Hinged Polycarbonate Door. SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box.	1
65-09-8500		100" Long Formed Streetside Ceiling Grab Rail	1
65-09-9505		70" Long Formed Curbside Ceiling Grab Rail	1
65-10-0000	<	Custom Length Formed Curbside Ceiling Grab Rail Specify Custom Length: 20"	1
65-10-0500		Formed "L" Door Assist Rails Mounted On The Hinge Side	1
65-10-2000	< >	Formed Assist Rail At The Head End Of The Squad Bench 12" Rail	1
65-10-2505	<	Formed Assist Rail Moved To Right Rear Wall 12" Assist Rail Is Std. Size.	1
65-10-5000	<	Two C.P.I. #IV2008 Rubber Recessed IV Brackets Mounted In The Mid/Rear Cot Position.	1
65-10-9000		Southco M1 Stainless Cabinet Latches	1
65-11-3000	<	Cabinet Drawer (Ea) Specify Cabinet Location: (1) ACTION AREA FACING STREETSIDE SQUADBENCH. (2) HEAD END WORKSATION CURBSIDE FACING SQUADBENCH. (2) FOOT END CURBSIDE WORKSTATION FACING SQUADBENCH.	5

PART NO	S	DESCRIPTION	QTY
		ALL TO INCLUDE DIVIDER STRIPS AND 3 POLY DIVIDERS PER DRAWER	
		Install Catch to Hold Drawer in the Open Position	
65-11-3805	<	Adjustable Drawer Divider (Ea) Adjustable/Removable Dividers with Binding Strip Specify Drawer Location: (3) DIVIDERS PER DRAWER	25
65-12-2600		Intellitec Clock/Time Manager Mounted In The Action Area	1
65-13-1600	< >	Slide Out Sharps And Waste BioWaste Drawer LL# F18152 Trash Specify Cabinet Location:	2
		(1) FOOT END OF STREETSIDE BENCH (1) HEAD END OF CURBSIDE HEAD END WORKSTATION	
65-13-4070	S <	NCE (Physio-Control) LifePak Monitor Bracket Model #: H7000 Specify Monitor Type: LIFEPAK 15 Specify Mounting Location: COUNTER TOP AT HEAD END CURBSIDE WORKSTATION.	1
65-15-0006	>	Interior Laminate: White Nebula 4621-60	1
65-17-0001		Seam Sealed Cushions Vinyl: Montana Dark Graphite MON-7096 (Dark Gray)	1
65-17-0502		EVS Seamless/Medi-Vac Vinyl Color: Gunmetal MV102 (Medium Gray)	1
65-17-0604	>	Valor Sewn Vinyl Color: Gunmetal (Medium Gray)	1
65-18-0002		Welting Between Cabinets: Light Gray	1
65-19-0011	< >	Counter Tops (Main): Platinum Standard with 1" Lip	1
65-20-0006	>	Counter Tops (Accent Stripe): Silver Gray	1
65-21-0009	< >	Lonseal Floor Selection: Loncoin II Flecks #150 Onyx Specify: Rolled Up 4" On Both Sides Unless Otherwise Specified.	1
65-CS-0950	<	Additional Counter Top Colors To Match As Specified CURBSIDE (1) HEAD END - NO LIP (1) FOOT END - WITH STANDARD LIP	2
65-CS-1000	<	Add Angled Cabinet For The 2nd Rear Switch Panel Mounted At The Head End Of The Squad Bench Below The Bandage	1

PART NO	S	DESCRIPTION	QTY
		Cabinet. (Requires 8" Deep Bandage Cabinet) NOTE TO ENGINEERING;Make as shallow as possible.	
65-CS-3000	<	Total Available Seating Positions In this Unit Including Cab, Module And Cot	7
		PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS	1
70-01-0000		Static Module Fresh Air Intake Vent	1
70-01-1010	<	Turbo 4000 12 Volt Powered 4" Exhaust Fan ILOS (1)E09226 Atwood 4" Fan (1) M040666 4" Vent Hose (2) LL Aluminum Manifolds (1) Additional F06001 Perko Cowl Vent Unless Otherwise Specified Includes (2) Interior Perko Vents	1
70-01-2300	< >	Ducted ProAir Center Mounted Heat/AC Location ILOS Includes Center Evaporator/Heater Core Location. Includes #65-07-5300 Top Hinged Top R.F.S. Cabinet. Evaporator Model #311-940	1
70-01-2400	<	Inline Booster Coolant Pump 12 Volt Centrifugal Pump To Boost The Flow Capacity Of The Coolant System.	1
70-01-4500	<	ProAir Undermount Auxiliary 12 Volt A/C Condenser (Type I Modular Body) Specify Mounting Location: Condenser Model #106 Install Rubber Debris Flaps On The Forward And Rear Edges.	1
70-01-6520	< >	Ultimate Additional Insulation Pkg with Yellow Certifoam Body/Floor/Doors (R-6) INCLUDES YELLOW CERTIFOAM R-6, LAVA TWIST ACCOUSTIC MATERIAL TO ALL 4 SIDES OF SIDE ENTRY STEPWELL, THERMAL HEAT/SOUND INSULATION BLANKET TO THE UNDERSIDE OF ALUMINUM FLOOR, NON-PERMEABLE SOUND DAMPENING BLANKET IATS VAPOR BARRIER. INCLUDES YELLOW CERTIFOAM R-6 IN THE FLOOR STRUCTURE TUBES AND ANY OTHER TUBES THAT COULD POSSIBLY BE FILLED WITH PLANK FOAM.	1
70-01-6610	>	Automotive Grade Underbody Undercoating W/2nd Coat On Module Floor	1
70-02-2000	S <	Hoseline E-Drawer Specify Location: INCLUDE SOLID BOTTOM HINGED DOOR IF POSSIBLE IN FRONT OF DRAWER IF compX eLOCK LOCK CAN'T BE INSTALLED ON THE DRAWER. IF DOOR IS USED IT SHOULD STOP AT	1

PART NO	S	DESCRIPTION	QTY
		90 DEGREES WHEN OPENED.	
		Specify Location: CENTER OF ALS (R.F.S.)	
		CABINET	
		OXYGEN SYSTEM	1
75-01-0000		Ohio Style Action Area Oxygen Outlet	1
75-01-2000		Ohio Style Ceiling Mounted Oxygen Outlet	1
75-01-4000		Ohio Style Right Wall Mounted Oxygen Outlet	1
75-01-8000	< >	Interior Oxygen Access/Viewing Door ACCESS DOOR WILL BE POLYCARBONATE FRAMED DOOR UNLESS OTHERWISE SPECIFIED.	1
75-01-8600		"M" Oxygen Tank Bracket In Streetside Front Compartment	1
75-02-3710	>	Drill Mounting Plate For Both "H" or "M" Tank For O2 Bracket	1
75-03-3010	< >	ZICO Model QR-D-2 Quick Release Strapless Portable Oxygen Tank Bracket Specify Location: ON RFS WALL IN PASS THRU AREA	2
		SUCTION SYSTEM	1
80-01-0000		12 Volt Gast Suction Pump Controlled By Switch on Switch Panel	1
80-01-1500	<	1 Ohio Style Action Area Suction Outlet Includes Disconnect For Outlet Hose Barb Must Fit The Suction Hose	1
80-01-7500	<	SSCOR 22000 Suction Unit W/23002 Disposable Trap Set Includes Flush Mounted Action Area Panel And Disposable Trap Set.	1
80-01-8500	S < >	Recessed Suction Unit Below Action Area ON SLIDE TRAY WITH POLY FRONT NOTCHED	1
		PAINT	1
85-00-0100	< >	Standard AkzoNobel Paint Process Includes 6 Year Pro-Rated LL Paint Warranty.	1
85-00-0215		Drawings to Show Paint & Graphics Required (Per Hour)	1
85-01-0500	< >	Repaint Chassis ILOS O.E.M. White (Type I or Highliner) Specify Color:	1
		MATCH	
		DARK SILVER METALLIC - FLNA90271	
		RED - FLNA3225	
		SEND OUT SAMPLES FOR APPROVAL	

PART NO	S	DESCRIPTION	QTY
		Touch-Up Paint Is Included For Colored Chassis.	
85-01-1500	<	Paint Module Body Other Color ILOS O.E.M. White Specify Color:	1
		MATCH DARK SILVER METALLIC - FLNA90271 RED - FLNA3225	
		SEND OUT SAMPLES FOR APPROVAL	
		Touch-Up Paint Is Included For Colored Module Body.	
85-02-8500	<	Custom Two-Tone Paint Specify Location And Color: SILVER OVER RED	1
		MATCH DARK SILVER METALLIC - FLNA90271 RED - FLNA3225	
		CHASSIS ROOF, HOOD, A & B POST TO BE SILVER BODY TO BE SILVER DOWN TO JUST UNDER THE WARNING LIGHTS	
85-02-9500		Do Not Paint The Nader Pins/Install After Paint Process	1
85-03-2500	>	Delete Standard Edge Pinstripe	1
85-03-3500	<	1" Scotchlite Striping (Per Foot) Specify Color And Location: GOLD REFLECTIVE	80
		ABOVE AND BELOW THE BLACK STRIP	
		PAINT BREAK FROM GREY TO RED	
85-03-5500	S <	7" Scotchlite Striping (Per Foot) Specify Color And Location: BLACK REFLECTIVE	54
		RIBBON DESIGN - SEE PICTURE OF THEIR FIRE TRUCK TO MATCH. RIBBON TO BE ON BODY IN THE P1 AND D1 AREA	
85-03-7000	<	Painted Wheels Specify Color: RED BODY COLOR	1
85-04-0100	< >	6" Wide Rear Wall Chevron (Two Color-Full Wall & Doors) Specify Tape Color #1: #983 Fluorescent Yellow Green. Specify Tape Color #2: #983 Solid Red.	1
85-04-1200	< >	Diamond Grade Chevron Upgrade Specify Tape Color #1: #983 Fluorescent Yellow Green.	1

PART NO	S	DESCRIPTION	QTY
		Specify Tape Color #2: #983 Solid Red.	
		EMBLEMS AND DECALS	1
90-01-0600	S <	Install Roof "SOL" Decal Only (Delete AMBULANCE Decals Only) Delete Only The "AMBULANCE" Decals.	1
		INSTALL SOL'S	
		ALL TO MATCH CURRENT FONT AND BE GOLD OVER BLACK. One rear "Ambulance" and the (2) 12" SOL's will be White over Black due to rear Chevron. Install centered between the rear window level lights and the clear back-up lights. Install the 6" sides "Ambulance" and the side 18" SOL's goes on the P1 and D1 doors as shown in the pictures.	
90-01-1100	<	"NO SMOKING" - "FASTEN SEAT BELT" Decals 1-Installed In The Cab. 1-Installed In The Module.	1
90-01-1200		No Other Decals or Lettering Included Unless Specified Below	1
90-01-5100	<	Install 3/4" White Reflective Tape Around Side And Rear Entry Doors USE RED ILOS	1
		KKK-F Certification Requirement.	
90-01-7000	< >	6" Scotchlite Reflective Lettering (Ea) Specify Color And Font. BLACK OVER GOLD Specify Lettering Location:	150
		SIDES	
		"SUSSEX FIRE" - UPPER "AMBULANCE" - ABOVE STRIPE	
		"2957" - 4" - CAB DOOR	
		REAR - BELOW WINDOWS	
		"SUSSEX FIRE" - ABOVE DOOR HANDLES "AMBULANCE" - BLEOW DOOR HANDLES	
		"2957" - 4" UPPER LEFT ON REAR WALL	

PART NO	S	DESCRIPTION	QTY
95-DC-LL01	S <	IBR900 Cradlepoint Router Installed Specify Custom Option: Model #IBR900-1200M	1
95-DC-LL02	S <	Cradlepoint Antenna Specify Custom Option: MobileMark LTM 5-in-1 Thru Roof Antenna for 3G/4G/LTE, GPS, WiFi - Black	1
95-DC-LL03	S <	Stryker Power Load System Specify Custom Option:	1
95-DC-LL04	S <	Stryker Power Pro Cot Specify Custom Option:	1
95-DC-LL05	S <	CompX eLock Specify Custom Option: INSTALL ON HOSELINE DRAWER OR DOOR IN FRONT OF DRAWER WS-PRKP-CAB Wi-Fi, cabinet eLock kit w/access control; HID Prox/alpha-numeric keypad INCLUDES SOFTWARE LOCKVIEW-5PRO - LockView Software v5 for use with 150, 200 & 300 Series eLock (Includes (2) licenses & USB cable)	1
95-DC-LL06	S <	Knox Key Secure 5 Specify Custom Option: (1) KNOX KEY SECURE 5 (KSM-200K1) DOES NOT INCLUDE SOFTWARE	1
95-DC-LL07	S <	Customer Supplied Door Decals Specify Custom Option: INSTALL CUSTOMER SUPPLIED DOOR DECAL	4

PART NO	S	DESCRIPTION	QTY
		AND MABAS EMBLEM	
95-DL-0100	S <	Delivery Specify Custom Option:	1
		END OF QUOTE/PRODUCTION ORDER	1
95-SP-0100	<	1 Original & 1 Revision Work Order Before Penalty Pricing 1 Original Draft & 1 Revision Draft Work Order Before Penalty Pricing. The Revision Rate Is \$130.00 Per Hour With 1 Hour Minimum Charge.	1
95-SP-0200	<	1 Original & 1 Revision Drawing Before Penalty Pricing 1 Original Draft & 1 Revision Draft Drawing Before Penalty Pricing. The Revision Rate Is \$130.00 Per Hour With 1 Hour Minimum Charge.	1
95-SP-0600		Change After Sign-Off (Published Price + 50%)	1
95-SP-0700		Change After Production Start (Published Price + 75%)	1
95-SP-0800		Change After Production Completion (Published Price + 100%)	1
95-SP-0850	<	Life Line Indemnification Statement The purchaser agrees to defend, indemnify and hold Life Line harmless from any claims, costs (including actual attorneys' fees), damages and liabilities caused in whole or in part by alteration or modification of, or changes or additions to the purchased products or use of product purposes it was not designed or intended for.	1
	<	***SIGNATURE-LIFE LINE EMERGENCY VEHICLES*** This Is A Contract Between Life Line Emergency Vehicles And The Franchised Distributor Entering The Order. No Agreements Verbal Or Written Arrived At Between The Selling Distributor And The Purchasing Agency Not Listed On This Order Are Binding Upon Life Line Emergency Vehicles. THE VEHICLE IS BUILT TO THIS PRODUCTION ORDER. IT IS THE DISTRIBUTORS RESPONSIBILITY TO ASSURE THE VEHICLE MEETS THE CUSTOMER SPECIFICATIONS. Date Of Order: SPECIFY Franchised Distributor: SPECIFY Quote Number: SPECIFY Ordered By: _____	1
		Total	283,278.00

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 02/15/2021 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Theresa Monfre Joseph Beier,
4 offers to purchase the Property known as N69W23759 Donna Dr

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the Village of Sussex,
8 County of Waukesha Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Eighty Seven Thousand
10 Dollars (\$ 87,000.00).

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 17-18), and the following additional items: -----

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15 or not included. 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 12-13) and the following: -----

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.**

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

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

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before February 24, 2021.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

36 **CLOSING** This transaction is to be closed on March 19, 2021

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 1000 _____ will be mailed, or commercially, electronically
48 or personally delivered within 5 days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____
50 _____) **STRIKE THOSE NOT APPLICABLE**

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

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

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

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

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

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: -----

80 ----- . If "Time is of the Essence" applies to a date or Deadline,
81 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
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated August 4, 2020, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and -----

99 -----
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

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

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 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
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

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

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

256 n/a **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

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

261 n/a **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

266 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____.

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

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

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

277 electricity _____; gas _____; sewer _____;

278 water _____; telephone _____; cable _____;

279 other _____.

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

282 n/a **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.

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

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

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

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **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 n/a **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

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

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

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

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

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 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
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

355 n/a **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

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

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

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

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

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

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

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

381 (1) signed by Buyer; or,

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

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

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

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

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

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

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

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

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

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

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

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

407 (2) _____

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

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

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

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

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

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

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

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

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

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

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

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

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

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

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

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

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

452 Other: _____

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

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

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

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

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

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

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

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

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

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

478 _____

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

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 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

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

488 **TITLE EVIDENCE**

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

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

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

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

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 511 523).

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

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

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

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

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

537 _____
 538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 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.

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer is aware of impact fees due at the time of construction in the
651 amount of \$12,724.14 (\$5655 Sewer, \$3242 Water, \$2804.87 Park, \$1012.27 Library).

652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 688-683.

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

670 Name of Seller's recipient for delivery, if any: Sandi Blackwell

671 Name of Buyer's recipient for delivery, if any: Dana Osanski

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

673 Seller: () (262) 251-5950 Buyer: () (262) 335-6299

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

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

679 Address for Seller:

680 Address for Buyer:

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

682 Email Address for Seller: sbsezhomz@aol.com

683 Email Address for Buyer: dosmanski@firstweber.com

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

686 **ADDENDA:** The attached Addendum "A" is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Dana Osanski First Weber, Inc.

688 Broker/Firm License #: 833993-91 Agent License 80715-94

689 (x) Theresa Monfre 2/15/2021
690 Buyer's Signature ▲ Print Name Here ► Theresa Monfre Date ▲
691 (x) Joseph Beier 2/15/2021
692 Buyer's Signature ▲ Print Name Here ► Joseph Beier Date ▲

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

697 (x) _____
698 Seller's Signature ▲ Print Name Here ► Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ► Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] _____
702 _____ on _____ at _____ a.m./p.m.

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

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** February 17, 2021 **[DATE] IS (AGENT-OF-BUYER)**
2 **(AGENT-OF-SELLER/LISTING-BROKER) (AGENT-OF-BUYER-AND-SELLER)** **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Lisa Nevinski
4 _____, offers to purchase the Property

5 known as [Street Address] N69W23759 Donna Dr
6 in the Village of Sussex, County of Waukesha, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** Seventy-Six Thousand
9 _____ Dollars (\$ 76,000.00).

10 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ 10,000.00
11 will be mailed, or commercially or personally delivered within 4 days of acceptance to listing broker or
12 _____.

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____
16 _____

18 ■ **NOT INCLUDED IN PURCHASE PRICE:** _____
19 _____

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

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

24 ■ **ZONING:** Seller represents that the Property is zoned: Residential

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before February 24, 2021. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): _____
41 Buyer's recipient for delivery (optional): _____

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____) _____

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: _____
50 Delivery address for Buyer: _____

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): sbselzhomz@aol.com

56 E-Mail address for Buyer (optional): lnevinski@homesteadrealtyinc.com

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

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated August 4, 2020, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

69 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than March 10, 2021
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)
- 81 Current assessment times current mill rate (current means as of the date of closing)
- 82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- 84

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

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____
97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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

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

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

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

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

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

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

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

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

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

202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per
204 year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
217 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
244 deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

- 245 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
246 closed/abandoned according to applicable regulations.
- 247 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
248 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
251 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 252 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
253 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 255 q. Lack of legal vehicular access to the Property from public roads.
- 256 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
257 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
258 a part of Property by non-owners, other than recorded utility easements.
- 259 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
260 impose assessments against the real property located within the district.
- 261 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 262 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
263 Property, or proposed or pending special assessments.
- 264 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 265 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 266 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 267 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 268 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
269 injuries or disease in livestock on the Property or neighboring properties.
- 270 aa. Existing or abandoned manure storage facilities on the Property.
- 271 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 273 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
274 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
275 (see lines 139-145).
- 276 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
277 charge or the payment of a use-value conversion charge has been deferred.

278 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
279 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
280 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
281 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
282 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
283 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
284 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
285 closing, expire at midnight of that day.

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

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

294 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**

295 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

296 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
297 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
298 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
299 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
300 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
301 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
302 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
303 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
304 review any plans for development or use changes to determine what issues should be addressed in these contingencies.
305

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
 307 _____
 308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
 310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
 311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
 312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
 313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
 315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned **Residential**
 316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
 318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
 319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
 320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
 322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
 323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
 324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
 325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
 326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**
 327 **ALL THAT APPLY**: conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
 328 other: _____.

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
 330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
 331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
 334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
 335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
 336 proposed use: _____
 337 _____.

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
 339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
 340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE**: electricity _____;
 341 gas _____; sewer _____; water _____;
 342 telephone _____; cable _____; other _____.

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
 344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
 345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
 347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
 348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
 349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
 350 use described at lines 306-308.

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

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
 358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
 359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
 360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
 361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
 362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
 363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
 364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

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

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

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

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than ____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within ____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding ____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**
459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

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

468 If Buyer defaults, Seller may:

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

472 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within ____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

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

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** The impact fees to be paid by buyer at time of build.
527 Buyer acknowledges that the property is owned by the Village of Sussex; currently exempt
528 from taxes. This will change upon ownership. Any Offers will need to be approved at a
529 Village Board Meeting.

531 Buyer is a licensed Realtor in WI. This is a cash offer with no financing contingency.

535 This Offer was drafted by [Licensee and Firm] Lisa Nevinski Homestead Realty

536 _____ on February 17, 2021

537 (x) *Lisa Nevinski* dotloop verified 02/17/21 8:09 AM CST PNUE-ADTT-UCHX-XAS8 February 17, 2021
538 Buyer's Signature Nevinski Date ▲

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

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (By) _____

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

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

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

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

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

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