



BOARD OF SUPERVISORS MEETING

Wednesday, December 03, 2025 at 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

AGENDA

CALL TO ORDER

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, November 19, 2025 Town Board Meeting

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA

Individuals properly signed in may speak directly to the Town Board on non-repetitive Town Matters whether on or not on the agenda. Commentators must wait to be called, must speak from the podium, directing their comments to the Board. Comments must be orderly, and will be limited to a maximum of **2 minutes** per person. **Public comment is not permitted outside of this public comment period. Note:** The Board's ability to act on or respond to the public comments is limited by Chapter 19, Wis. Stats. Please complete the "Request to Speak at Meeting" form located on the agenda/sign-in table and submit the form to the Town Clerk for in-person attendance.

CORRESPONDENCE

- A. Distribution of the November 2025 Building Inspection Report

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. County Board Supervisor Report
- B. Winnebago County Sheriff's Department – Public Concerns and Issues
- C. Department of Public Safety Report
- D. Larsen/Winchester Sanitary District Report
- E. Administrator's Report
- F. Chair & Supervisor Reports

BUSINESS

- A. Discussion/Action: Town Board review & consideration of Resolution 2025-009 Amending the Town of Clayton Fee Schedule.
- B. Discussion/Action: Town Board review & consideration of increasing the amount contributed to the Length of Service VFIS for Clayton Fire Rescue to \$509.56 per eligible participant.
- C. Discussion/Action: Town Board review & consideration of an Agreement for Professional Service submitted by McMahon Associates to design, bid & construct the grading & graveling of Valley View Ct and Clayton Ridge in the amount of \$36,500.00.

- D. Discussion/Action: Town Board review & consideration of a proposed Contracted Police Services Agreement between Winnebago County and the Town.
- E. Discussion/Action: Town Board review & consideration of a Vacant Land Offer to Purchase from Thomas Lemke Jr. for Tax ID #006-1480 at a purchase price of \$17,000.00.

REVIEW OF DISBURSEMENTS

- A. Check Summary Register

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - Dec 17; Jan 7 & 21; Feb 4 & 18
- B. Plan Commission (6:30 pm start unless otherwise noted) - Dec 10; Jan 14; Feb 11

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

Respectfully submitted,

Russell D. Geise
Town Chairperson

Pursuant to Wisconsin Statute 19.84 (2) and (3) notice is hereby given to the public and the media that two or more members of any or all Boards, Commissions, and Committees of the Town of Clayton, may attend the meeting of the Town Board in order to gather information. For purposes of the Open Meetings Law only; attendance at a meeting by a quorum of members of the Town Boards, Commissions, and Committees constitutes a meeting of the Board, Commission, or Committee, pursuant to Badke Vs. Village Board of Village of Greendale, 173 Wis2d 553, 494 NW2d 408 (1993), and must be noticed as such, although it is not contemplated that any formal action by those bodies will be taken. The only business to be conducted is for Town Board action.

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, please call the Town Office at 920.836.2007.

This agenda has been posted at the following locations in the Town of Clayton:

1. The Town Hall Posting Board – 8348 Hickory Ave, Larsen, WI 54947
2. The Town's Web Page: --



BOARD OF SUPERVISORS MEETING

Wednesday, November 19, 2025

Immediately following a Prior Scheduled Meeting

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

MINUTES

THIS MEETING IS IMMEDIATELY FOLLOWING THE SPECIAL TOWN ELECTORS MEETING.

CALL TO ORDER – Chair Geise called the meeting to order at 8:07 pm

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

PRESENT

Town Chair Geise
 Supervisor Lettau
 Supervisor Grundman
 Supervisor Christianson
 Supervisor Reif

STAFF

Administrator Wisnefske
 Clerk Faust-Kubale
 Treasurer Fietzer
 Attorney LaFrombois

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, November 5, 2025 Town Board Meeting

MOTION

Motion made by unanimous consent to approve the Minutes of the Wednesday, November 5, 2025, Town Board Meeting as presented.

Motion carried by unanimous voice vote.

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA

Brittany Voigt, 3411 Winnegamie Dr, Neenah, WI, spoke regarding a conditional use permit application for Legacy Rose Farm.

Dawn Christiansen, 3102 Buttercup Rd, Neenah, WI, spoke regarding a conditional use permit application for Legacy Rose Farm.

CORRESPONDENCE

- A. Distribution of the October 2025 Winnebago County Tonnage Report

- B. Distribution of the usage statistics for the 2025 season of the Town Yard Waste Site.

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. Winnebago County Sheriff's Department – Public Concerns and Issues
 B. Larsen/Winchester Sanitary District Report
 C. Administrator's Report
 D. Chair & Supervisor Reports

BUSINESS REFERRED BY THE PLAN COMMISSION

- A. Plan Commission Discussion: Town Board review & discussion on a Concept Plan Review Application submitted by Vierbicher on behalf of Vander Heiden Family Limited Partnership for a proposed mixed-use development.

DISCUSSION ITEM ONLY - NO ACTION TAKEN

BUSINESS

- A. Discussion/Action: Town Board review & consideration of Resolution 2025-008 Adopting the CY 2025 Tax Levy Payable in CY 2026 as set by the Wednesday, November 19, 2025, Special Meeting of the Town Electors, and Adopting the following Town CY 2026 Budgets as presented:
- CY 2026 General Fund Revenue & Expense Budgets
 - CY 2026 Capital Projects Fund Revenue & Expense Budgets
 - CY 2026 Debt Service Fund Revenue & Expense Budgets
 - CY 2026 Stormwater Management Utility Fund Revenue & Expense Budgets
 - CY 2026 Solid Waste and Recycling Fund Revenue & Expense Budgets
 - CY 2026 Tax Increment Finance District (TIF) #1 Fund Revenue & Expense Budgets
 - CY 2026 Clayton Sanitary District #1 Fund Revenue & Expense Budgets

MOTION

Motion made by Supervisor Reif, **Seconded** by Supervisor Grundman to approve Resolution 2025-008, Adopting the CY 2025 Tax Levy Payable in CY 2026 as set by the Wednesday, November 19, 2025, Special Meeting of the Town Electors, and Adopting the following Town CY 2026 Budgets as presented.

Voting Yea: Town Chair Geise, Supervisor Lettau, Supervisor Grundman, Supervisor Christianson, Supervisor Reif

Motion carried 5-0.

- B. Discussion/Action: Town Board review & consideration of appointments to fill vacancies on the Zoning Board of Appeals.

MOTION

Motion made by unanimous consent to approve the following appointments to the Zoning Board of Appeals:

Arden Schroeder - 1-year term

Russ Geise - 2-year term

Ellen Hopcia - 2-year term
John Borchert - 3-year term
Chris Fischer - 3-year term
Alternate: Susan Nester-Huebner

Motion carried by unanimous voice vote.

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - Dec 3 & 17; Jan 7 & 21; Feb 4 & 18
- B. Plan Commission (6:30 pm start unless otherwise noted) - Dec 10; Jan 14; Feb 11

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

MOTION

Motion made by unanimous consent to adjourn at 8:30 pm.

Motion carried by unanimous voice vote.

Respectfully submitted,

Kelsey Faust-Kubale
Town Clerk

INTERMUNICIPAL PERMITTING REPORT NOVEMBER 2025 PERMITTING

DATE	PERMIT #	OWNER	ADDRESS	DESCRIPTION	CONTRACTOR	EST. PROJECT COST	PERMIT FEE	BLDING INSPECTOR FEE
TOWN OF CLAYTON PERMITS:								
11/5/2025	366-25-11H	HOLTZ HOMES	2645 CORNELL	NSFD HVAC	INTEGRITY HVAC	\$ 20,000.00	\$ 581.20	464.96
11/5/2025	367-25-11H	VAN SISTINE HOMES	2964 LENNON	NSFD HVAC	CHRISTENSEN HVAC	\$ 24,000.00	\$ 766.20	612.96
11/11/2025	368-25-11B	DAVID MURPHY	1260 STONEY BRIDGE	SERVICE	SCHMIT ELECT	\$ 4,000.00	\$ 150.00	120.00
11/12/2025	369-25-11B	MARCUS MCGUIRE	2624&2626 PRINCETON	NEW DUPLEX	MARCUS MCGUIRE HOMES	\$ 600,000.00	\$ 2,473.00	1,978.40
11/13/2025	370-25-11E	MARCUS MCGUIRE	2624&2626 PRINCETON	NEW DUPLEX ELECT	BLACK-HAAK	\$ 20,000.00	\$ 884.00	707.20
11/13/2025	371-25-11H	MARCUS MCGUIRE	2624&2626 PRINCETON	NEW DUPLEX HVAC	BLACK-HAAK	\$ 20,000.00	\$ 884.00	707.20
11/13/2025	372-25-11E	ANDREW POTOKAR	2755 HOLIDAY	SEAL METER	BLACK-HAAK	\$ 600.00	\$ 100.00	80.00
11/13/2025	373-25-11P	VAN SISTINE HOMES	2964 LENNON	NSFD PLUMB	J COX PLUMB	\$ 30,000.00	\$ 766.20	612.96
11/13/2025	374-25-11E	BRIAN EICHINGER	2720 MURRAY	REPLACE METER SOCKET	HOMETOWN ELECT	\$ 1,000.00	\$ 150.00	120.00
11/13/2025	375-25-11E	CHRIS MEYER	3642 PARK LANE	SERVICE CHANGE	HOCKERS HOME SERVICE	\$ 7,906.00	\$ 150.00	120.00
11/17/2025	376-25-11P	HOLTZ HOMES	2645 CORNELL	NSFD PLUMB	KELDERMAN PLUMB	\$ 22,000.00	\$ 531.20	424.96
11/17/2025	377-25-11P	MARCUS MCGUIRE	2624&2626 PRINCETON	NSFD PLUMB	PERFORMANCE PLUMB	\$ 24,500.00	\$ 884.60	707.68
11/19/2025	378-25-11H	ALEX PRODOEHL	3531 HICKORY HILLS	FINISH BASEMENT HVAC	PALISADES HVAC	\$ 11,200.00	\$ 273.50	218.80
TOTALS						\$ 785,206.00	\$ 8,593.90	\$ 6,875.12
TOWN OF WINNECONNE PERMITS:								
11/11/2025	129-25-11B	TYLER FUERSTENBERG	6780 CTY M	REROOF	AMERICAN QUALITY HOMES	\$ 11,015.00	\$ 50.00	\$ 40.00
11/11/2025	130-25-11B	MICHAEL LAEMMRICK	6902 SUNSET TR	REROOF	RIDGE TOP EXTERIORS	\$ 35,400.00	\$ 50.00	\$ 40.00
11/17/2025	131-25-11B	ERWIN FISCHER	6671 LASLEY SHORE	DECK	E2 INOVATIONS	\$ 10,000.00	\$ 78.60	\$ 62.88
11/17/2025	132-25-11E	MARK THOMAS	5019 RIVERMOOR	ELECT REMOD	LUXURY ELECT	\$ 8,500.00	\$ 141.00	\$ 112.80
11/19/2025	133-25-11B	TJ LAFEVER	5162 ADAMS	REROOF	HOME PRO	\$ 6,750.00	\$ 50.00	\$ 40.00
11/19/2025	134-25-11B	DENNIS SCHAFFER	5025 WASHINGTON	RAZE HOUSE GARAGE	HOFFMANN-STROBEL BLDGS	\$ 2,500.00	\$ 95.00	\$ 76.00
TOTALS						\$ 74,165.00	\$ 464.60	\$ 371.68

MEMORANDUM

Business Item A

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of Resolution 2025-009 Amending the Town of Clayton Fee Schedule.

Included in your packet is a copy of Resolution 2025-009 with the proposed amendments to the Town Fee Schedule. The Board has considered updates to the Fee Schedule annually.

SUGGESTED MOTION:

*A motion and **ROLL CALL** to approve Resolution 2025-009 Amending the Town's Fee Schedule and direct Staff to post the new fee schedule to the Town's Website.*

If you have any questions about this information, please call or e-mail me.

Respectfully Submitted,
Kelsey

**TOWN OF CLAYTON
Resolution 2025-009**

Item A.

A RESOLUTION AMENDING THE TOWN OF CLAYTON FEE SCHEDULE

WHEREAS, the Town of Clayton has adopted a fees and fines schedule; and

WHEREAS, the Town of Clayton has determined that updates to the fees and fines schedule should be completed; and

WHEREAS, the Town of Clayton will review and recommend further changes to the fees and fines schedule as necessary.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Clayton Board amend the fees schedule as attached and all fees currently included in the Town Municipal Code shall follow such schedule effective January 1, 2026.

This resolution was adopted by the Town of Clayton Board of Supervisors on the _____ day of _____, 20_____.

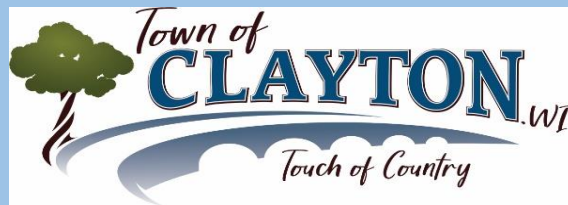
TOWN BOARD OF THE
TOWN OF CLAYTON, WISCONSIN

By: _____
Russell Geise, Town Chair

ATTEST: _____
Kelsey Faust-Kubale, Clerk

TOWN OF CLAYTON

Winnebago County, Wisconsin



FEE SCHEDULE

Amended by Resolution 2025-009

Effective January 1, 2026

Administration	Duration/Unit	Current Fees	Notes
Dog Licenses - required over age 5 months; up to 3 animals			
Neutered/Spayed	Annual	\$5.00	
Intact	Annual	\$10.00	
Late fee - after March 31	Each	\$10.00	
Duplicate or replacement license	Each	\$2.00	
Kennel	Annual	\$40.00	
Fee each additional dog in excess of 12	Each	\$5.00	
Late fee - after March 31	Each	\$10.00	
Backyard Chickens			
Backyard Chicken Permit	Upon application	\$100.00	
Started before permit issued			Permit costs double
Fireworks Licenses/Permits			
Sale of Fireworks Permit	Annual	\$500.00	Fire Department inspects location
Use of Fireworks Permit	Per Event	\$10.00	
Started before permit issued			Permit costs double
Burning Permit	Upon application	\$10.00	Fire Department inspects location
Started before permit issued			Permit costs double
Business Licenses/Permits			
Peddler's Permit	Annual	\$125.00	
Short-Term Rental (STR) Permit	Initial	\$175.00	
Short-Term Rental (STR) Permit Renewal	Annual	\$75.00	
Started before permit issued			Permit costs double
Returned Check/ACH handling charge	Per Check	\$40.00	
Public Records			
Copies	Per Page	cost	
Record request, location fee for research	As needed	Actual cost if exceeds \$30	
Building Permit Report Request	Per request	\$25.00	
Cost to Mail Records/Copies	As needed	Actual Cost	
Prepayment of Fees	As needed	Prepayment may be required if more than \$5	
Property & Assessment Inquiries			
Interest on delinquent invoices	Per annum	18%	
Real Estate Inquiries	Each (per parcel)	\$40.00	
Rush Real Estate Inquiries	Each (per parcel)	\$80.00	
Sanitary District/Special Assessment Inquiries	Each (per parcel)	\$30.00	
Rush Sanitary District/Special Assessment Inquiries	Each (per parcel)	\$60.00	

Alcohol & Tobacco	Duration/Unit	Current Fees	Notes
Alcohol Licenses/Permits			
Class "A" Beer (off-premise only)	July 1-June 30	\$200.00	
Class "B" Beer (on & off premise)	July 1-June 30	\$100.00	
Class "C" Wine (on-premise)	July 1-June 30	\$100.00	
Retail "Class A" Liquor (off premises)	July 1-June 30	\$350.00	
Retail "Class B" Liquor (on premises)	July 1-June 30	\$400.00	
Provisional Class A, B, or C Retail License	July 1-June 30	\$100.00	limited to 60 days, one per year
Retail "Class B" Liquor Reserve	Initial Application Fee/Annual	\$10,000.00	fee in addition to Class B Beer & Liquor License App
Temporary (6-month) Class "B" Beer		\$50.00	Non-renewable during the calendar year of issuance
Change of Agent	Each	\$10.00	
Publication Fee - Renewal Liquor License	Each	\$80.00	
Publication Fee - New Liquor License	Each	\$80.00	
Background Check Fee		\$10.00	
Temporary (Picnic) "Class B" or Class "B"	Per Event	\$10.00	
Agent, successor (Corp. or LLC)	Annual	\$75.00	
Beer Garden Permit	Annual	\$100.00	non-refundable; not auto renewing
Event	Per Event, 2 day max	\$150.00	non-refundable
Event Extension Fee	Per Event	\$25.00	non-refundable
Operator (Bartender) License			
Operator's Licenses (Bartenders)	2 year	\$60.00	Includes background check
Duplicate Operator's License, if lost or stolen	Each	\$20.00	
Provisional Operator's License (Bartenders)	60 days	\$15.00	one per year
Temporary Operator's Licenses (Bartenders)	Each; valid 14 days	\$15.00	two per year
Tobacco Licenses/Permits			
Cigarette/Tobacco Permit	July 1-June 30	\$100.00	

Town Building Code & Inspection	Duration/Unit	Current Fees	Notes
Residential Permits - Work started before permit is issued, fees will be doubled			
New Construction Building Permit	0 - 5000 sq ft	\$1,100.00	
New Construction Building Permit	5001 sq ft & up + \$0.20/sq ft	\$1,100.00	
New One & Two-Family State Permit		\$35.00	
Additions / Remodels	Base fee + \$0.20/sq ft	\$200.00	All areas involved
Siding / Roof Replacement		\$100.00	
Window Replacement		\$100.00	Permit only applicable if upsizing windows
Foundation Repairs		\$100.00	
Garage / Accessory Building	Base fee + \$0.20/sq ft	\$150.00	
Razing - any structure		\$100.00	
House Moving			same as New Residential
Early Start Permit	Upon Application	\$75.00	
Zoning Permit	Upon Application	\$150.00	
Mechanical Permits - Residential & Commercial - Work started before permit is issued, fees will be doubled			
Electrical Permits			
New Construction	Base fee + \$0.10/sq ft	\$100.00	All areas involved
Additions / Remodels	Base fee + \$0.10/sq ft	\$100.00	All areas involved
Service Change (temporary or upgrade)		\$150.00	
HVAC Permits			
New Home	Base fee + \$0.10/sq ft	\$100.00	All areas involved
Additions / Remodels	Base fee + \$0.10/sq ft	\$100.00	All areas involved
HVAC Replacement		\$100.00	
Plumbing Permits			
New / Additions / Remodels	Base fee + \$0.10/sq ft	\$100.00	All areas involved
Special Inspection & Re-inspections (1 hr min)	Per hour	\$175.00	
Commercial Building Permits - Work started before permit is issued, fees will be doubled			
New Construction / Additions	Base fee + \$0.20/sq ft	\$300.00	All areas involved
Commercial Remodel		\$250.00	Base fee + \$10/ thousand valuation up to \$100,000
Early Start Permit	Upon Application	\$100.00	
Razing - any structure	Upon Application	\$100.00	
Occupancy / Temporary Occupancy		\$100.00	
Driveway Staking Permit - Work started before permit is issued, fees will be doubled			
	Upon Application	\$500.00	Per driveway
Residential Elevation Staking - Work started before permit is issued, fees will be doubled			
	Upon Application	\$550	Per residence
Construction Started before Permit Issued			Permit costs double

Cemetery	Duration / Unit	Current Fees	Notes
Purchase of Site(s)			
Single Plot/Gravesite (4' X 10') Resident	Each	\$500.00	
Single Plot/Gravesite (4' X 10') Non-Resident	Each	\$1,000.00	
1/2 Block/2 Gravesites (8' X 10') Resident	Each	\$750.00	
1/2 Block/2 Gravesites (8' X 10') Non-Resident	Each	\$1,500.00	
Full Block/4 Gravesites (16' X 10') Resident	Each	\$1,250.00	
Full Block/4 Gravesites (16' X 10') Non-Resident	Each	\$2,250.00	
Burial Fees (Open/Close)			
Cremation: M-F (April 1 to Oct 31)	Each	\$400.00	
Cremation: M-F (Nov 1 to Mar 31)	Each	\$500.00	
Cremation: M-F (all year)	Addtl (double) intern in 1 vault	\$200.00	
Traditional: M-F (April 1 to Oct 31)	Each	\$850.00	
Traditional: M-F (Nov 1 to Mar 31)	Each	\$1,000.00	
Mausoluem/Columbarum/Above-Ground Monument	Each	\$150.00	
Weekend/Holiday Additional Fee	Each	\$200.00	
Oversized Vault	Each	\$100.00	
Snow Removal (1 hr minimum)	Per hour	\$150.00	
Miscellaneous			
Cemetery Administration Fee (1 hr minimum)	Per hour	\$150.00	
Transfer of Deed - Single Site Resident	Each	\$30.00	
Transfer of Deed - Single Site Non-Resident	Each	\$55.00	
Transfer of Deed - 1/2 Block Resident	Each	\$35.00	
Transfer of Deed - 1/2 Block Non-Resident	Each	\$65.00	
Transfer of Deed - Full Block Resident	Each	\$45.00	
Transfer of Deed - Full Block Non-Resident	Each	\$85.00	

Parks & Recreation	Duration / Unit	Current Fees	Notes
Clayton Park Pavillion	Upon Application	\$175.00	

Planning & Development		Duration/Unit	Current Fees	Notes
Fire Impact Fees				
Single/Two Family Residential	Per structure unit		\$1,626.00	
Multi-Family Residential (3 or more dwelling units)	Per dwelling unit		\$813.00	
Non-Residential	Per sq ft building space		\$0.18	
Fire Number Fee	Per assigned address		\$120.00	
Park Impact Fees				
Single/Two Family Residential	Per structure unit		\$491.00	
Multi-Family Residential (3 or more dwelling units)	Per dwelling unit		\$245.50	
Non-Residential	Per sq ft building space		\$0.056	
Land Division				
Preliminary Plat	Upon Application		\$600.00	Applicant/owner shall be responsible for any direct additional charges for plan review, engineering, inspections, legal, fiscal, etc. + 5% admin fee.
Per Unit Fee			\$25.00	
Final Plat	Upon Application		\$1,200.00	Applicant/owner shall be responsible for any direct additional charges for plan review, engineering, inspections, legal, fiscal, etc. + 5% admin fee.
Minor Land Division / Certified Survey Map (CSM)	Upon Application		\$500.00	Applicant/owner shall be responsible for any direct additional charges for plan review, engineering, inspections, legal, fiscal, etc. + 5% admin fee.
Administrative Review Fee	Upon Application		\$120.00	1 staff review included
Town Zoning Code				
Code Amendments (text or map)	Upon Application		\$500.00	
Comprehensive Plan Future Land Use Map Amendment	Upon Application		\$900.00	Applicant/owner shall be responsible for any direct additional charges for plan review, engineering, inspections, legal, fiscal, etc. + 5% admin fee.
Conditional Use Application	Upon Application		\$350.00	
Fence Permit (construction)	Upon Application		\$150.00	Fees double if work started before permit issued
Pool Permit (construction)	Upon Application		\$150.00	Fees double if work started before permit issued
Re-Zoning Application	Upon Application		\$500.00	Applicant/owner shall be responsible for any direct additional charges for plan review, engineering, inspections, legal, fiscal, etc. + 5% admin fee.
Variance Application	Upon Application		\$500.00	Applicant/owner shall be responsible for any direct additional charges for plan review, engineering, inspections, legal, fiscal, etc. + 5% admin fee.
Administrative Appeal	Upon Application		\$300.00	Applicant/owner shall be responsible for any direct additional charges for plan review, engineering, inspections, legal, fiscal, etc. + 5% admin fee.
Preliminary Concept Plan Review	Upon Application		\$300.00	2 Staff review exchanges included
Concept Plan Review Application	0 - 40 acres		\$350.00	Applicant/owner shall be responsible for any direct additional charges for plan review, engineering, inspections, legal, fiscal, etc. + 5% admin fee.

Concept Plan Review Application	41 acres +	\$600.00	Applicant/owner shall be responsible for any direct additional charges for plan review, engineering, inspections, legal, fiscal, etc. + 5% admin fee.
Zoning Permit (construction)	Upon Application	\$150.00	Fees double if work started before permit issued
Outdoor Wood Burning Furnace - fees double if work started before permit issued			
General Permit		\$150.00	See Building Inspector
Variance Application	Upon Application	\$100.00	
Administrative Appeal	Upon Application	\$350.00	
Pond Application - fees double if work started before permit issued			
Artificial less than 1,000 sq ft	Upon Application	\$350.00	
Artificial more than 1,000 sq ft	Upon Application	\$400.00	
Public Infrastructure Improvement Agreements			
Town Road Design		Actual Cost	
Town Road Bidding		Actual Cost	
Town Road Construction Supervision		Actual Cost	
Sign Applications - fees double if work started before permit issued			
Minimum Fee for signs up to 20 sq ft		\$150.00	
Signs over 20 sq ft	Base fee + \$0.75/sq ft	\$150.00	
Site Plan Application			
Commercial / Industrial	Upon Complete Application	\$2,000.00	Applicant/owner shall be responsible for any direct additional charges for plan review, engineering, inspections, legal, fiscal, etc. + 5% admin fee.
Residential	Upon Complete Application	\$500.00	Applicant/owner shall be responsible for any direct additional charges for plan review, engineering, inspections, legal, fiscal, etc. + 5% admin fee.
The fine/fee for any construction work that requires a permit that is conducted without a permit shall be double the permit fee.			

Public Works	Duration/Unit	Current Fees	Notes
Access & Culvert Permit			
Residential Driveway Access	Upon Application	\$150.00	Must be inspected
Culvert Permit	Upon Application	\$150.00	Must be inspected
Concrete Driveway Apron Removal (1 hr min, plus Admin Fee)	Per hour	\$150.00	
Driveway Staking	Upon Application	\$500.00	Per driveway
Trail Access (Private)		\$10.00	
Agricultural Driveway Access			
15 ft - 17 ft Agriculture Driveway Access	Upon Application	\$50.00	Must be inspected
18 ft - 20 ft Agriculture Driveway Access	Upon Application	\$100.00	Must be inspected
21 ft and greater Agriculture Driveway Access	Upon Application	\$150.00	Must be inspected
Mowing Charge (1 hr min, plus Admin Fee)			
	Per hour	\$150.00	
Right Of Way Access			
Access Permit	Each	\$300.00	
Work in Right Of Way	Upon Application	\$100.00	
Utility Right Of Way	Each	\$100.00	
Road Sign Replacement (1 hr min, plus Admin Fee)			
	Per hour	\$150.00	
Yard Waste Site Use Permit			
	April - Oct	\$25.00	Proof of residence required. Must present at time of use.
The fine/fee for any construction work that requires a permit that is conducted without a permit shall be double the permit fee.			

Utilities	Duration/Unit	Current Fees
Sewer / Water Permits		
Residential Sewer Impact Fee	Per unit	\$448.00
Commercial Sewer Impact Fee	Per acre	\$1,700.00
Industrial Sewer Impact Fee	Per acre	\$2,600.00
Sewer Lateral Inspection	Per connection	\$60.00
Reinspection Appointment	Per connection	\$60.00
Main Tapping Fee	Per connection	\$60.00
Tapping Reinspection	Per connection	\$60.00
Paper Statement Fee	Per billing	\$2.00
Late Payment Fee	Monthly	1.5% total statement amount
Administrative Fee (1 hr minimum)	Per hour	\$30.00
The fine/fee for any construction work that requires a permit that is conducted without a permit shall be double the permit fee.		

MEMORANDUM

Business Item B

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of increasing the amount contributed to the Length of Service VFIS for Clayton Fire Rescue to \$509.56 per eligible participant.

This retirement benefit is offered for the volunteers of Clayton Fire Rescue. This year, the State is willing to match up to \$509.56 per eligible participant for the current 2025 valuation year. Last year the match was \$495.26 per eligible participant.

2023 - \$9,590 (plus admin fees) for 24 eligible participants

2024 - \$9,905 (plus admin fees) for approx. 20 eligible participants

2025 - \$10,191 (plus admin fees) for approx. 20 eligible participants

The difference in match amount would be an increase of about \$286 for this benefit.

SUGGESTED MOTION(S):

Motion to approve increasing the contribution per eligible participant to \$509.56.

If you have any questions about this information, please call or e-mail me.

Respectfully Submitted,
Kelsey

MEMORANDUM

Business Item C

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of an Agreement for Professional Service submitted by McMahon Associates to design, bid & construct the grading & graveling of Valley View Ct and Clayton Ridge in the amount of \$36,500.00.

This agreement is for the engineering/staking/etc that will begin the stubbing in of both roads. The roads will provide access to the Town-owned land between Fairview and Highway 10. Administrator Wisnefske has reviewed the agreement and recommends approval from the Board.

SUGGESTED MOTION(S):

Motion to approve the Agreement for Professional Service submitted by McMahon Associates in the amount of \$36,500.00

If you have any questions about this information, please call or e-mail me.

Respectfully Submitted,
Kelsey



AGREEMENT

FOR PROFESSIONAL SERVICES

TOWN OF CLAYTON

Attn: Kelly Wisnefske, Administrator
8348 Hickory Avenue
Larsen, WI 54947

OCTOBER 30, 2025

McM. No. M0032-09-99-00012.00
DESIGN, BID & CONSTRUCT
VALLEY VIEW CT & CLAYTON RIDGE

PROJECT DESCRIPTION

The Town of Clayton is proposing to design, bid and construct the grading and graveling of Valley View Court and Clayton Ridge. These streets have previously platted and dedicated road right-of-way. A map of these is attached.

SCOPE OF SERVICES

McMahon Associates, Inc. (McMahon) agrees to provide the following Scope of Services for this project:

TOPOGRAPHIC SURVEY

- Contact Diggers Hotline for public utility locates.
- Prepare a topographical survey of the right-of-way, to extend 10 to 30 feet onto adjacent properties. Survey to locate visible site features to include gravel surfaces, utility features, building floor elevations and corners, utility pedestals, transformers, culverts, property irons, markings by Diggers Hotline, manholes, utility structures together with rim and invert elevations, water valves, hydrants, limits of landscaped areas, standalone trees of 2-inch caliper or larger and/or limits of wooded areas, and sufficient spot elevations to produce 1-foot contours.
- Establish vertical control benchmarks, and horizontal control points along the right-of-way, and outside of the approximate construction area.
- Prepare a plan/profile AutoCAD drawing of the topographical survey to be used as a base map for design plans. Drawing to include spot elevations and 1-foot contours.

WETLAND DELINEATION

- Conduct fieldwork to define the wetland boundaries within the parcels specified above in accordance with the Wisconsin Department of Natural Resources (DNR) and Army Corps of Engineers' guidelines, 1987 Corps of Engineers Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: North Central and Northeast Region, January 2012, and mark same.
- Survey the wetland boundaries (if present) and test pits with a GPS.
- Complete a report that will include the method, results, and map showing the extent of wetlands and submit the Town of Clayton and Wisconsin DNR.

STREET & DITCH DESIGN

- Complete 28-foot wide gravel street (24 foot wide asphalt pavement) design with roadside ditches.
- Provide plan and profile of the proposed road and road ditches. (Future Asphalt Paving)

MISCELLANEOUS DESIGN

- Provide erosion control plan, erosion control notes and construction sequence required for Winnebago County.
- Provide construction and erosion control details.

PERMITS

- Complete and submit the following permit applications/review processes:
 - ▶ Winnebago County Erosion (required for land disturbance over 4,000 S.F. for erosion control) and Stormwater Management (required for 15,000 S.F. of impervious surface creation.)
 - ▶ Town of Clayton Work in Right-of-Way
 - ▶ Wisconsin DNR Land Disturbance (NOI) Permit (If authorized by the Town of Clayton.)
 - ▶ Wisconsin DNR Chapter 30 General Permit for Road Construction in Wetland (Assuming there will be some wetland disturbance with the existing road right-of-way.)

BIDDING

- Assist the Town of Clayton with public bidding of the project on QuestCDN.
- Provide letter of recommendation for project award.

CONSTRUCTION

- Prepare contract documents for review and execution by successful contractor and Town of Clayton.
- Schedule and conduct pre-construction conference.
- Review shop drawings and material submittals.
- Review contractor payment applications and change orders as they are submitted. Issue payment certificates to Town for review and approval.
- Provide construction staking services and prepare cut sheets for road construction.
- Conduct periodic site visits to review progress of the work and answer questions.
- Conduct final walk-through and generate punch lists.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

The following items are not included in the Scope of Services for this project and will only be provided if authorized by the Client and agreed to by McMahon.

- Property acquisition services. Right-of-way currently exists.
- Stormwater Management Plan.
- Stormwater report, including modeling and device design.
- Private utility locates.
- Storm sewer utility or ditch design outside the proposed street improvement right-of-way.
- Permit and application fees, including Winnebago County stormwater escrow review fees.
- Federal, state or local grant applications or coordination.
- Assessment calculations and exhibits to be completed under separate agreement, if needed.
- Post construction record drawings.
- Quality of wetland classification unless requested by addition to the agreement.
- Preparation of an NOI to Wisconsin DNR. A separate agreement will be prepared if it is determined that the project would require this.

CLIENT RESPONSIBILITIES

The Scope of Services and fee are based on the understanding that the Town of Clayton will provide the following:

- A single contact person with whom all communication is to be made.
- Allow access to the property.
- Provide such legal, financial, insurance or accounting services necessary to accommodate the successful outcome of this project.

SPECIAL TERMS (Refer also to the attached General Terms & Conditions, which are hereby incorporated by reference into this Agreement.)

The Client agrees that the Project Description, Scope of Services, and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the express written consent of McMahon.

COMPENSATION

McMahon agrees to provide the Scope of Services described above for the following compensation.

■ Topographic Survey	\$4,500	Lump Sum
■ Wetland Delineation Services	\$3,500	Lump Sum
■ Wetland Disturbance General Chapter 30 Permit Application (if required).....	\$5,000	Lump Sum
■ Wetland Disturbance Individual Permit Application (if required) (In Addition to General Chapter 30 Permit)	\$2,500	Lump Sum
■ Erosion Control / Winnebago County Permit Application.....	\$2,000	Lump Sum
■ Design Services	\$9,000	Lump Sum
■ Project Specifications & Public Bidding	\$2,000	Lump Sum
■ <u>Construction Services</u>	<u>\$8,000</u>	Time & Expense
TOTAL	\$36,500	

COMPLETION SCHEDULE

McMahon agrees to complete this project as follows:

- Topographic Survey Completed Fall 2025
- Wetland Delineation Spring 2026 Once Growing Season Allows
- Design Services Completed By April 2026
- Bid..... 2026 As Directed
- Road Construction..... 2026 As Directed

ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty (60) days from the date of this Agreement.

TOWN OF CLAYTON

8348 Hickory Avenue
Larsen, WI 54947

McMAHON ASSOCIATES, INC.

1445 McMahon Drive | PO Box 1025
Neenah, WI 54956 | 54957-1025
920.751.4200 | MCMGRP.COM

Authorized Signature



Engineer/Architect Name
Title

Date

10-30-25

Date

- Attachments: General Terms and Conditions
Fee Schedule
Reimbursable Schedule

Site Map



10/23/2025, 6:38:02 AM

- Navigable - Intermittent (unchecked)
- Navigable - Stream (unchecked)
- Navigable - Permanent (checked)
- Navigable - Intermittent (checked)
- Adjacent Counties
- Lakes, Ponds and Rivers
- Navigable Waterways
- Navigable - Permanent (unchecked)
- Navigable - Stream (checked)
- Tax Parcel Boundary
- Road ROW
- Municipal Boundary

1:2,847



Winnebago County GIS, Imagery Date: April 2020

Item C.

MEMORANDUM

Business Item D

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of a proposed Contracted Police Services Agreement between Winnebago County and the Town.

This agreement has already received County approval and is coming back to the Town for review, approval, and signature.

SUGGESTED MOTION(S):

Motion to approve the Contracted Police Services Agreement as presented.

If you have any questions about this information, please call or e-mail me.

Respectfully Submitted,
Kelsey

Contracted Police Services Agreement

THIS AGREEMENT is hereby entered into between WINNEBAGO COUNTY, a municipal corporation, hereinafter referred to as "COUNTY" and the TOWN OF CLAYTON, a municipal corporation, hereinafter referred to as "MUNICIPALITY" as follows:

1. The COUNTY shall furnish to the MUNICIPALITY police patrol services for twenty (20) hours per month. The patrol services will be rendered by one deputy as assigned by the COUNTY. The MUNICIPALITY shall have the right to request specific times of coverage up to five (5) hours per week.
2. The Sheriff shall have supervisory control over the personnel providing these services. The Sheriff shall retain the final authority to make decisions as to the manner in which services shall be rendered.
3. The Sheriff will provide patrol functions as follows:
 - a. The Sheriff will assign a State certified law enforcement officer to perform patrol duties within the MUNICIPALITY.
 - b. During patrol hours, the deputy will provide continual patrol in the MUNICIPALITY. The unit will be first responder to all dispatched events in the MUNICIPALITY. The unit will begin and end its patrol tour from the MUNICIPALITY town hall. It will leave the boundaries of the MUNICIPALITY only in those situations that would require mutual aid assistance by the COUNTY, or to report to the Sheriff's Office while carrying out required duties.
 - c. Every effort will be made to respond to MUNICIPALITY needs and desires. The MUNICIPALITY will designate a liaison person(s) to provide the Sheriff with any information as to concentration of patrol efforts, special assignments, etc. the MUNICIPALITY desires. The COUNTY shall designate a liaison person(s) to the MUNICIPALITY, which shall be from the supervisory ranks.
 - d. If an assigned deputy should be injured, sick, attending training, or otherwise unavailable for patrol service, an alternate deputy shall be assigned to the MUNICIPALITY to fill the vacant shift(s).
4. Payment terms are:
 - a. The MUNICIPALITY shall reimburse the COUNTY for salaries of deputies providing police services to the MUNICIPALITY under this agreement. The COUNTY will bill the MUNICIPALITY for twenty (20) hours per month at top deputy pay rate based on the provisions of the current Winnebago County Deputies' Association Collective Bargaining Agreement (Exhibit B). The MUNICIPALITY agrees to pay for said services monthly no later than 30 days after the invoice is received. The COUNTY shall provide a monthly invoice to the MUNICIPALITY.
 - b. The MUNICIPALITY shall reimburse the COUNTY for all additional gross salary paid to the deputy serving thereunder for overtime hours directly arising from MUNICIPALITY patrol

functions, including overtime spent in court in connection with the prosecution of MUNICIPAL ordinances.

- c. The COUNTY reserves the right to increase charges to the MUNICIPALITY to reflect collective bargaining settlements affecting the salaries for the deputies assigned to work in the MUNICIPALITY. The MUNICIPALITY agrees to pay all additional charges set forth in this paragraph.
5. This contract constitutes and contains the entire agreement of the parties, and supersedes any and all other contracts, agreements, or understandings between the parties, whether oral or written. Any amendments shall be by mutual agreement of the parties and must be in writing signed by both parties.
6. The COUNTY shall provide a patrol vehicle for the assigned deputy that shall carry identifying markings of the Sheriff's Office. Such vehicle and equipment shall remain the property of the COUNTY. The MUNICIPALITY will be billed \$100 per month for vehicle maintenance, licensing fees, and fuel costs.
7. The COUNTY shall provide police patrol equipment that meets the COUNTY'S standards. Such equipment shall remain the property of the COUNTY. Examples of police patrol equipment are enumerated in Exhibit A on the final page of the agreement.
8. The assigned deputy will enforce all local ordinances. The deputy will write citations on forms supplied by the MUNICIPALITY. The MUNICIPALITY ATTORNEY will handle the prosecution of those matters in any proceedings. It is further agreed that the fines or forfeitures for State charges shall be turned over to the COUNTY and the fines and forfeitures for those offenses that are violation of MUNICIPALITY ordinances will be turned over to the MUNICIPALITY.
9. Records for all State criminal, State traffic, and COUNTY ordinance violations will be maintained by the COUNTY. All evidence shall be properly stored at the Sheriff's Office and recorded in accordance with Sheriff's Office General Orders. The MUNICIPALITY shall maintain all records for MUNICIPALITY ordinance violations. All records generated as a result of the services provided under this contract will be managed in accordance with the COUNTY's record retention schedules.
10. Any violation by the MUNICIPALITY of any portion of this contract shall constitute a breach of this Contract by the MUNICIPALITY. In the event of such breach, the COUNTY shall have the option of declaring this contract terminated. If this Contract is declared terminated by the COUNTY, the MUNICIPALITY shall pay the COUNTY for such police services rendered through the date of termination, prorated based on the monthly charge set forth above.
11. Any violation by the COUNTY of any portion of this contract shall constitute a breach of this Contract by the COUNTY. In the event of such breach, the MUNICIPALITY shall have the option of declaring the Contract terminated. If this Contract is declared terminated by the MUNICIPALITY pursuant to this paragraph, the MUNICIPALITY is not liable for police services rendered after

receipt of written notice of termination by the COUNTY, with payment for services rendered prior to receipt of that notice to be prorated based on the monthly charge set forth above.

12. It is the intent of and is understood by the parties that the relationship of the COUNTY and the MUNICIPALITY is that of an independent contractor. The COUNTY is not the employee or agent of the MUNICIPALITY, and the MUNICIPALITY is not the employee or agent of the COUNTY. Each party will therefore be responsible for its own acts or omissions and neither party will be obligated to defend or indemnify the other for any claim, loss or liability that results from the other's acts or omissions. Nothing in this paragraph is intended to preclude or foreclose the right of either party to bring a cross claim or third-party claim against the other for contribution as a joint tortfeasor. Nothing in this agreement or the acts of the COUNTY shall in any way constitute a waiver by the COUNTY, its agents, officers and employees of any immunity, liability of limitation, limitation on the amount of recoverable, or other protections available to the COUNTY under Wis. Stat. 893 or any other applicable statute or law.
13. Terms of this contract are:
 - a. The term of this yearly contract shall be from January 1st, 2026 regardless of the dates of the signatures set forth below.
 - b. The COUNTY or the MUNICIPALITY, except as described in paragraph 11 of this agreement, may terminate this contract only by providing written notice to the other party no later than August 31st of the year preceding termination.
14. This contract is subject to the approval of the Winnebago County Board of Supervisors prior to execution by the County Executive and County Clerk.
15. The COUNTY, through the Winnebago County Board of Supervisors, authorizes the County Executive and County Clerk to renew this contract with the MUNICIPALITY with payment terms and costs recalculated annually pursuant to the consumer price index.

EXHIBIT A**DEPUTY DUTY EQUIPMENT**

- PORTABLE RADIO
- BODY ARMOR
- HANDGUN – GLOCK 17/9MM CALIBER
- RIFLE – AR15/.223 CALIBER
- BODY WORN CAMERA/CARRIER
- TASER AND HOLSTER
- NARCAN/CASE
- OC SPRAY
- ANSI TRAFFIC VEST
- CPR MASK/MED KIT/PPE

SQUAD CAR EQUIPMENT

- FRONT AND REAR PARTITIANS
- PUSH BUMBER
- EMERGENCY LIGHTS/SIREN WITH CONTROLLER
- MOBILE RADIO
- MDC, DOCKING STATION, PRINTER
- SQUAD CAR VIDEO CAMERA SYSTEM
- RADAR UNIT
- AED
- 35 MM CAMERA/SD CARDS
- IPHONE
- STINGER SPIKE SYSTEM
- EVIDENCE COLLECTION KIT
- TACTICAL GO BAG
- HOOLIGAN TOOL

EXHIBIT B

Effective Date	01/01/2026
Maximum Hourly Rate	\$43.34

John F. Matz, Sheriff
Winnebago County Sheriff's Office

Date

Kelly Wisnefske, Town Administrator
Town of Clayton, WI

Date

Russell Geise, Town Chairman
Town of Clayton, WI

Date

MEMORANDUM

Business Item E

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of a Vacant Land Offer to Purchase from Thomas Lemke Jr. for Tax ID #006-1480 at a purchase price of \$17,000.00.

Tax ID #006-1480 is immediately adjacent to Mr. Lemke's property. The Town has determined this particular parcel is not required for maintenance access to Tax ID #006-1705 or Clayton Park, as there is sufficient access to those areas from Emerald Crown Pkwy.

SUGGESTED MOTION(S):

Motion to accept the Offer to Purchase from Thomas Lemke Jr. for Tax ID #006-1480 at a purchase price of \$17,000.00.

If you have any questions about this information, please call or e-mail me.

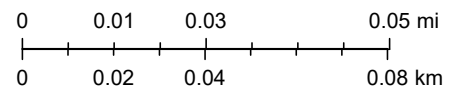
Respectfully Submitted,
Kelsey



11/21/2025, 10:19:58 AM

1:1,656

- Adjacent Counties
- Lakes, Ponds and Rivers
- Navigable Waterways
 - Navigable - Permanent (unchecked)
 - Navigable - Intermittent (unchecked)
 - Navigable - Stream (unchecked)
 - Navigable - Permanent (checked)
- Navigable - Intermittent (checked)
- Navigable - Stream (checked)
- Tax Parcel Boundary
- Road ROW
- Red: Band_1
- Green: Band_2



Winnebago County GIS

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** November 19, 2025 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Thomas Lemke, Jr. and/or assign,
4 offers to purchase the Property known as Parcel 0061480, Royal Sierra Trail,

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the Town of Clayton, County
8 of Winnebago Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Seventeen Thousand and 00/100
10 Dollars (\$ 17,000.00).

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: N/A

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: N/A

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 655-660 or in**
27 **an addendum per line 682.**

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 November 26, 2025.

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 or before December 19, 2025

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

47 ■ EARNEST MONEY of \$ 500.00 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 Knight Barry Title Company
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 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the 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 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional 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) occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: NA

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

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

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

400 **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 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - 104 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
 - 105 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
 - 106 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
 - 107 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
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 **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 682).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in
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 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **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 **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 **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 **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 **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 **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 **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
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 **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 **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 loa

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum at
364 per line 682. 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 _____ 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 appra

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment in
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 _____ (name other contingencies, if any); and
- 447 _____
- 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
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 5 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have 5 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**

535 If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
536 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
537 (written) (oral) **STRIKE ONE** lease(s), if any, are _____
538 _____ . Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

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 655-660 or in an addendum attached per line 682, or lines 534-538 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 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** N/A
656 _____
657 _____
658 _____
659 _____
660 _____

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

Property Address: _____

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if na
 665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Kelly Wisnefske

667 Name of Buyer's recipient for delivery, if any: Thomas Lemke, Jr.

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

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

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

675 Address for Seller: _____

676 Address for Buyer: _____

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

678 Email Address for Seller: administrator@claytonwinnebagowi.gov

679 Email Address for Buyer: _____

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

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

683 This Offer was drafted by [Licensee and Firm] Ben LaFrombois of MG+M The Law Firm

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

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

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

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

696 (x) _____
 697 Buyer's Signature ▲ Print Name Here ► Thomas Lemke, Jr. Date ▲ _____

698 (x) _____
 699 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

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

704 (x) _____
 705 Seller's Signature ▲ Print Name Here ► Town of Clayton, by Russ Geise, Town Chair Date ▲ _____

706 (x) _____
 707 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

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

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 711 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

11/20/2025 1:02 PM

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Page: 1
ACCT

NICOLET NATIONAL BANK (POOLED)

Accounting Checks

Posted From: 11/01/2025 From Account:
Thru: 11/30/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
32088	11/05/2025	AFS	354.00
32089	11/05/2025	AIT BUSINESS TECHNOLOGIES LLC	2,669.99
32090	11/05/2025	ARCHITECS IN COMMON LLC	4,500.00
32091	11/05/2025	ASSOCIATED APPRAISAL CONSULTANTS INC	1,942.54
32092	11/05/2025	BOUND TREE MEDICAL, LLC	166.50
32093	11/05/2025	CEDAR CORPORATION	10,549.50
32094	11/05/2025	CINTAS CORPORATION	1,147.11
32095	11/05/2025	COUNTRY VISIONS COOPERATIVE	319.75
32096	11/05/2025	CROSS PLUMBING INC	83.33
32097	11/05/2025	EDT INDUSTRIAL RESOURCES INC	41.46
32098	11/05/2025	GARROW OIL MARKETING INC	2,647.53
32099	11/05/2025	GFL ENVIRONMENTAL	24,934.22
32100	11/05/2025	L&S TRUCK CENTER APPLETON INC	5.60
32101	11/05/2025	LUCKY'S LAND MANAGMENT LLC	5,400.00
32102	11/05/2025	MANNING GROSS & MASSENBURG LLP	17,057.00
32103	11/05/2025	MARCUS SCHROCK	360.38
32104	11/05/2025	MCMAHON ASSOCIATES INC	2,863.87
32105	11/05/2025	N&M AUTO SUPPLY	62.28
32106	11/05/2025	NORTHEAST ASPHALT INC	142.63
32107	11/05/2025	PITNEY BOWES BANK, INC RESERVE ACCOUNT	3,000.00
32108	11/05/2025	POMP'S TIRE SERVICE INC	951.52
32109	11/05/2025	PREMIUM WATERS INC	44.95
32110	11/05/2025	QUALITY TRUCK CARE CENTER, INC	1,487.63
32111	11/05/2025	RHYME BUSINESS PRODUCTS	499.00
32112	11/05/2025	SCHWAAB INC	643.55
32113	11/05/2025	SERVICE OIL COMPANY, INC	2,310.20
32114	11/05/2025	TEAMSTERS LOCAL UNION 662	203.00
32115	11/05/2025	TED ECKSTEIN	5,750.00
32116	11/05/2025	TOM HERRMANN	330.57
32117	11/05/2025	VILLAGE OF FOX CROSSING	64,190.00
32118	11/05/2025	WI SCTF	148.00
32119	11/05/2025	WINNEBAGO COUNTY TOWNS ASSOCIATION	100.00
32120	11/05/2025	WINNEBAGO COUNTY TREASURER	840.25

11/20/2025 1:02 PM

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Page: 2
ACCT

NICOLET NATIONAL BANK (POOLED)

Accounting Checks

Posted From: 11/01/2025 From Account:
Thru: 11/30/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
32121	11/05/2025	WINNEBAGO LIQUID WASTE	150.00
32122	11/19/2025	ABEDNEGO FIRE PROTECTION LLC	185.40
32123	11/19/2025	AIT BUSINESS TECHNOLOGIES LLC	1,965.20
32124	11/19/2025	FOX CITIES CONVENTION & VISITORS BUREAU	603.75
32125	11/19/2025	FOX CROSSING UTILITIES	378.00
32126	11/19/2025	FOX WEST REGIONAL SEWERAGE COMMISSION	6,312.55
32127	11/19/2025	GANNETT WISCONSIN LOCALIQ	149.64
32128	11/19/2025	GARROW OIL MARKETING INC	158.75
32129	11/19/2025	GRAINGER	293.71
32130	11/19/2025	JFTCO, INC	1,745.00
32131	11/19/2025	JOHN'S SAW SERVICE	22.98
32132	11/19/2025	L&S TRUCK CENTER APPLETON INC	5,580.63
32133	11/19/2025	LANGE ENTERPRISES INC	385.35
32134	11/19/2025	LAPPEN SECURITY PRODUCTS INC	266.00
32135	11/19/2025	MANNING GROSS & MASSENBURG LLP	15,594.29
32136	11/19/2025	MCMAHON ASSOCIATES INC	2,263.07
32137	11/19/2025	MIKE CAVES RUST STOP LLC	1,975.00
32138	11/19/2025	MILLER-BRADFORD & RISEBERG, INC	94,000.00
32139	11/19/2025	N&M AUTO SUPPLY	1,507.00
32140	11/19/2025	NEENAH JOINT SCHOOL DISTRICT	352.97
32141	11/19/2025	NEW FARM TECHNOLOGIES LLC	1,311.00
32142	11/19/2025	NORTHEAST ASPHALT INC	25,211.31
32143	11/19/2025	POST MASTER	156.00
32144	11/19/2025	RED POWER DIESEL	2,218.87
32145	11/19/2025	STERICYCLE/SHRED-IT	317.90
32146	11/19/2025	WI DEPT OF JUSTICE	14.00
32147	11/19/2025	WI SCTF	148.00
32148	11/19/2025	WINNEBAGO COUNTY TREASURER	196,737.83
AB1125	11/11/2025	ASSOCIATED BANK	95,750.00
CS1025	11/11/2025	CENTRAL STATES H&W FUND	18,052.00
KT-10-25	11/10/2025	KWIK TRIP INC	444.62
NNBCC9-25	11/03/2025	NICOLET NATIONAL BANK	5,618.22
NNBSVC1125	11/18/2025	NICOLET NATIONAL BANK	105.00

NICOLET NATIONAL BANK (POOLED)

Accounting Checks

Posted From: 11/01/2025 From Account:
Thru: 11/30/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
WE90239-25	11/07/2025	WE ENERGIES	13.61
WPS8348925	11/04/2025	WI PUBLIC SERVICE	601.91
EFTPS027919	11/14/2025	EFTPS	5,591.61
EFTPS202836	11/03/2025	EFTPS	5,950.92
WPS90231025	11/18/2025	WI PUBLIC SERVICE	329.57
Grand Total			648,208.02

11/20/2025 1:02 PM

Reprint Check Register - Quick Report - ALL

Page: 4
ACCT

NICOLET NATIONAL BANK (POOLED)

Accounting Checks

Posted From: 11/01/2025 From Account:
Thru: 11/30/2025 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	123,506.04
Total Expenditure from Fund # 230 - SOLID WASTE/RECYCLING	33,581.27
Total Expenditure from Fund # 240 - CEMETERY	5,900.00
Total Expenditure from Fund # 250 - FIRE DONATIONS	951.15
Total Expenditure from Fund # 300 - DEBT SERVICE	6,675.00
Total Expenditure from Fund # 400 - GENERAL CAPITAL PROJECTS	290,009.49
Total Expenditure from Fund # 420 - TID #1	173,481.37
Total Expenditure from Fund # 620 - SANITARY DISTRICT	6,329.34
Total Expenditure from Fund # 640 - STORM WATER	7,774.36
Total Expenditure from all Funds	648,208.02