



**PLAN COMMISSION MEETING AGENDA**

**MONDAY, MARCH 10, 2025 AT 4:30 PM**

**COUNCIL CHAMBERS, SECOND FLOOR, MUNICIPAL BUILDING, 106 JONES STREET,  
WATERTOWN, WI 53094**

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**Virtual Meeting Info:** Members of the media and the public may attend either by visiting <https://us06web.zoom.us/j/2371460557?pwd=UXjvqLXKCdw12jl4jl1b7GIUPaClat.1&omn=88093068371> or by calling 1-646-931-3860 and using Meeting ID: 237 146 0557 Passcode: 144391

All public participants' devices will be muted during the meeting except during the public comment period.

**1. CALL TO ORDER**

**2. APPROVAL OF MINUTES**

- A. Review and take action: Site Plan Review minutes dated February 24, 2025
- B. Review and take action: Plan Commission minutes dated February 24, 2025

**3. BUSINESS**

- A. Public hearing: 120 W. Main Street – request for a Conditional Use Permit (CUP) for Indoor Commercial Entertainment under Section §550-34B(2)(f)
- B. Review and take action: 120 W. Main Street – request for a Conditional Use Permit (CUP) for Indoor Commercial Entertainment under Section §550-34B(2)(f)
- C. Review initial resolution and make recommendation to Council: A portion of Cole Street Discontinuance of Public Way
- D. Review and take action: 315 Mary Street offer to purchase city property.
- E. Convene into closed session per §19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Hart Street Drainage improvements)
- F. Reconvene into open session
- G. Review and take possible action: Direct the Public Works Department on how to proceed regarding Hart Street Drainage Improvements

**4. ADJOURNMENT**

*Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at [cityclerk@watertownwi.gov](mailto:cityclerk@watertownwi.gov) phone 920-262-4000*

*A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only*

**SITE PLAN REVIEW COMMITTEE  
February 24, 2025**

The Site Plan Review Committee met on the above date at 130 P.M. in the Council Chambers on the second floor of City Hall. The following members were present: Brian Zirbes, Mason Becker, Mike Jacek, Stacy Winkelman, Kristine Butteris, Andrew Beyer, Nathan Williams, Maureen McBroom, Laura Bohlman, Mike Zitelman, Tanya Reynen, Don Dishno, and Thomas Koerner.

Also in attendance were Nikki Zimmerman, Will Wendorff, Tanya Powers, Eric Halbur, Felipe Vasquez, Jacob Norberte, Mike Osowski, Sonia Merkt, Chris Oddo, and Mario Perez.

**1. Call to Order**

The meeting was called to order by Chairperson Brian Zirbes.

**2. Approval of Minutes**

**A. Review and take action: Site Plan Review Minutes Dated December 9, 2024**

Motion was made by Stacy Winkelman and seconded by Mike Zitelman to approve the minutes as submitted. Unanimously approved.

**3. Business**

**A. Review and take action: 1222 Perry Way site plan review for addition and remodel**

Eric Halbur of Abacus Architects was present. Add much needed parking for employees as well as some additional storage and mechanical space.

The following was presented by staff:

- Building: Plan review will have to go to the State of Wisconsin DSPS for review.
- Water/Wastewater: No comments.
- Police: No comments.
- Stormwater: The Stormwater Management Plan and construction plans have been sent in. The Erosion Control and Stormwater Runoff permit still has to be submitted. The projection for that to be submitted is within the next couple of days.
- Engineering: No comments.
- Fire: Fire alarm & fire protection systems have to have applications submitted and approved and don't impede access roads
- Streets: No comments.
- Parks: No comments.

Motion made and seconded to approve this item and forward to Plan Commission contingent upon:

- Erosion Control and Stormwater Runoff permit review and approval
- Fire alarm & fire protection systems must have applications submitted and approved

Unanimously approved.

**B. Review and take action: 120 W. Main Street proposed café remodel**

Will Windorff was present. This building used to be Watertown Siding with the intention of making it into a café. Remodeling will not affect the upper apartments or load-bearing walls.

The following was presented by staff:

- Building: No comments.
- Water/Wastewater: No comments.
- Police: No comments.
- Stormwater: No comments.
- Engineering: No comments.

- Fire: Hot food would be limited to the panini press. If any additional items would be desired, further approvals would be required.
- Streets: Garbage collection must be obtained privately. Recycling services can be obtained.
- Parks: None.

Motion made and seconded to approve this item and forward to Plan Commission.

Unanimously approved.

**C. Review and take action: 300 S. Third Street proposed parking lot**

Chris Oddo was present. This is for a proposed 13-stall parking lot with the entrance off Third Street and exit off Jefferson. Signage will depict the entrance and exit only directions. Stormwater, photometrics and signage will be submitted. There will be 2 spaces within the southwest corner of the site for the adjacent owner to the south to have access.

The following was presented by staff:

- Building: No comments.
- Water/Wastewater: No comments.
- Police: No comments.
- Stormwater: Erosion & stormwater runoff control permit is required.
- Engineering: A curb cut permit and sidewalk permit would be required as well as a traffic control plan may be needed if anything affects the parking lane/traffic lane. In 2028
- Fire: Ensure bushes do not obstruct the neighbor's gas meter.
- Streets: No comments.
- Parks: Maintain planting beds

Motion made and seconded to approve this item and forward it to Plan Commission contingent upon:

- Erosion Control and Stormwater Runoff permit review and approval.
- Submittal and approval of a curb cut permit and sidewalk permit.
- Maintenance of planting beds.

Unanimously approved.

**4. Adjournment**

Motion was made and seconded to adjourn. Unanimously approved.

Respectfully submitted,  
Nikki Zimmerman  
Recording Secretary

**NOTE: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.**

The Plan Commission met on the above date in the Council Chambers.

The following members were present: Alderman Blanke, Beyer, Kneser, Krueger, Lampe, Zirbes

Also in attendance: Ruth Mack, Chris Oddo, Sonia Merkt, Mario Perez, Russ Stewart, Jacob Norberte, and Eric Halbur

**1. Call to order**

**2. Approval of Minutes**

**A. Plan Commission minutes February 10, 2025**

Motion to approve was made by Lampe and seconded by Kneser, passed on unanimous voice vote.

**3. Business**

**A. Review and take action: 1222 Perry Way site plan review**

Eric Halbur presented the plan for the storage, mechanical, and parking expansion for 1222 Perry Way. Brian Zirbes added presented additional information for the site plan including the conditions that they obtain required erosion control and stormwater permits and approval for the fire alarm and fire protection systems.

Motion to approve with the identified conditions was made by Lampe, seconded by Blanke and passed on a unanimous voice vote.

**B. Review and take action: 1019 S. Fifth Street Certified Survey Map (CSM)**

Ruth Mack was present to give an overview of the need for the CSM to change this from 2 to 4 sellable parcels. Brian Zirbes added that the lots would be general industrial and had the required frontage.

Motion to approve with no conditions was made by Lampe, seconded by Blanke and passed on a unanimous voice vote.

**C. Review and take action: 300 S. Third Street proposed parking lot**

Chris Oddo, a representative of the architect, was present to give an overview of the proposed parking lot for 300 S. Third Street. There is a letter of agreement from both adjacent property owners. Brian Zirbes noted the conditions that an erosion control and stormwater permit be obtained and a photometric plan that meets the ordinance be presented and engineering would also like curb cut, sidewalk and traffic control permits.

Motion to approve with the conditions noted above was made by Blanke, seconded by Kneser and passed on a unanimous voice vote.

All materials discussed at this meeting can be found at:

<https://cms4files.revize.com/watertownwi/February%2024,%202025%20Plan%20Commission%20Meeting%20Packet.pdf>

**4. Adjournment**

Motion to adjourn was made by Kneser and seconded by Lampe and passed on a unanimous voice vote.

Respectfully Submitted,

Alderman Brad Blanke

**NOTICE OF PUBLIC HEARING**

In accordance with Wis. Stat. § 62.23(7)(de) and Section § 550-142E(1) of the City of Watertown Municipal Code, a notice is hereby given by the Plan Commission of the City of Watertown, Wisconsin, that a public hearing will be held on the 10<sup>th</sup> day of March, 2025 at 4:30 P.M., or shortly thereafter, in the Council Chambers of the Municipal Building, 106 Jones Street, Watertown, Wisconsin.

This public hearing will be to consider the request of William Wendorff (applicant and owner) for a Conditional Use Permit for Indoor Commercial Entertainment under Section §550-34B(2)(f). 120 W. Main Street is zoned CB, Central Business, and is further described as follows:

All that portion or part of Lot 4, in Block 45, according to the map or plat of the Village (now City) of Watertown, on the West Side of Rock River, as surveyed by JC Brayton and recorded, described as follows: Commencing at the Southwest corner of Lot 4; thence North on the West line of said Lot, 132 and 1/3 feet; thence East 23 feet; thence South 132 & 1/3 feet to West Avenue Street; now West Main Street, parallel with the West line of Lot 4; thence West 23 feet to the place of beginning. TOGETHER WITH Easement recorded in Volume 679 of Records on Page 151 as Document No. 818327. (Parcel Number 291-0815-0421-095).

All persons wishing to be heard are invited to be present. Written comments may be submitted to the Building Safety & Zoning Department at [nzimmerman@watertownwi.gov](mailto:nzimmerman@watertownwi.gov).

CITY OF WATERTOWN  
Brian Zirbes  
Zoning & Floodplain Administrator

BZ/nmz

PUBLISH: February 24, 2025  
and  
March 3, 2025

(BLOCK AD)

**BUILDING SAFETY & ZONING DIVISION**  
**PLAN COMMISSION STAFF REPORT**

TO: Plan Commission  
DATE: March 10th, 2025  
SUBJECT: 120 W Main Street, Conditional Use Permit - CUP

A request by William Wendorpf for a Conditional Use Permit (CUP) for 'Indoor Commercial Entertainment'.  
Parcel PIN(s): 291-0815-0421-095

SITE DETAILS:

Acres: 0.07  
Current Zoning: Central Business (CB)  
Existing Land Use: Retail  
Future Land Use Designation: Central Mixed Use

BACKGROUND AND APPLICATION DESCRIPTION:

The applicant is seeking approval of a conditional use permit for 'Indoor Commercial Entertainment' to convert a retail space into a café.

STAFF EVALUATION:

Site Plan Review Committee:

See Minutes of February 24<sup>th</sup>, 2025

Land Use and Zoning:

1. Within the Central Business (CB) Zoning District, 'Indoor Commercial Entertainment' is a principal land use permitted as a conditional use [per § 550-34B(2)(f)]. 'Indoor Commercial Entertainment' includes restaurants among the allowed uses [per § 550-52H].

Applicable regulations for 'Indoor Commercial Entertainment' land uses include the following:

- 'If located on the same side of the building as abutting residentially zoned property, no customer entrance of any kind shall be permitted within 150 feet, or as far as possible, of a residentially zoned property' [per § 550-52H(1)(a)].
  - The 'facility shall provide a bufferyard with minimum opacity of 0.60 along all borders of the property abutting residentially zoned property' [per § 550-52H(1)(b)].
2. Parking requirements. There are no requirements for on-site parking in the Central Business (CB) Zoning District §550-34A
  3. Landscaping requirements. There are no requirements for on-site landscaping in the Central Business (CB) Zoning District §550-34A

**WISCONSIN STATUTES:**

All Conditional Use Permits are subject to the requirements of Wisconsin Act 67.

*Under 2017 Wisconsin Act 67: Section 16. 62.23 (7) (de) Conditional Use Permits.*

1. 62.23 (7) (de)(1) *In this paragraph:*
  - a. "Conditional use" means a use allowed under a conditional use permit, special exception, or other special zoning permission issued by a city, but does not include a variance.
  - b. "Substantial evidence" means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.
2. 62.23 (7) (de)(2)
  - a. If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the city ordinance or those imposed by the city zoning board, the city shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence.
  - b. The requirements and conditions described under subd. 2. a. must be reasonable and, to the extent practicable, measurable and may include conditions such as the permit's duration, transfer, or renewal. The applicant must demonstrate that the application and all requirements and conditions established by the city relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The city's decision to approve or deny the permit must be supported by substantial evidence.
3. 62.23 (7) (de)(3)
 

*Upon receipt of a conditional use permit application and following publication in the city of a class 2 notice under ch. 985, the city shall hold a public hearing on the application.*
4. 62.23 (7) (de)(4)
 

*Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued are followed, but the city may impose conditions such as the permit's duration, transfer, or renewal, in addition to any other conditions specified in the zoning ordinance or by the city zoning board.*
- 62.23 (7) (de)(5)
 

*If a city denies a person's conditional use permit application, the person may appeal the decision to the circuit court under the procedures contained in par. (e) 10.*

**PLAN COMMISSION DECISION:**

Indoor Commercial Entertainment Criteria	Applicant Provided Substantial Evidence		Opponent Provided Substantial Evidence		PC Finds Standards Met	
<i>If located on the same side of the building as abutting residentially zoned property, no customer entrance of any kind shall be permitted within 150 feet, or as far as possible, of a residentially zoned property.</i>	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
<i>Facility shall provide bufferyard with minimum opacity of 0.60 along all borders of the property abutting residentially zoned property (see § 550-99).</i>	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
<i>Parking requirements. One space per every three patron seats or lockers (whichever is greater) or one space per three persons at the maximum capacity of the establishment (whichever is greater).</i>	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No

*If Plan Commission answers "no" to any of the questions, above, the CUP must be denied. Otherwise, proceed to the conditions of approval.*

**PLAN COMMISSION OPTIONS:**

The following are possible options for the Plan Commission:

1. Deny the Conditional Use Permit, based on failure to provide substantial evidence to meet one or more of the regulatory standards.
2. Approve the Conditional Use Permit without conditions, based on successfully providing substantial evidence of regulatory compliance.
3. Approve the Conditional Use Permit with conditions as identified by the Plan Commission:

**ATTACHMENTS:**

- Application materials

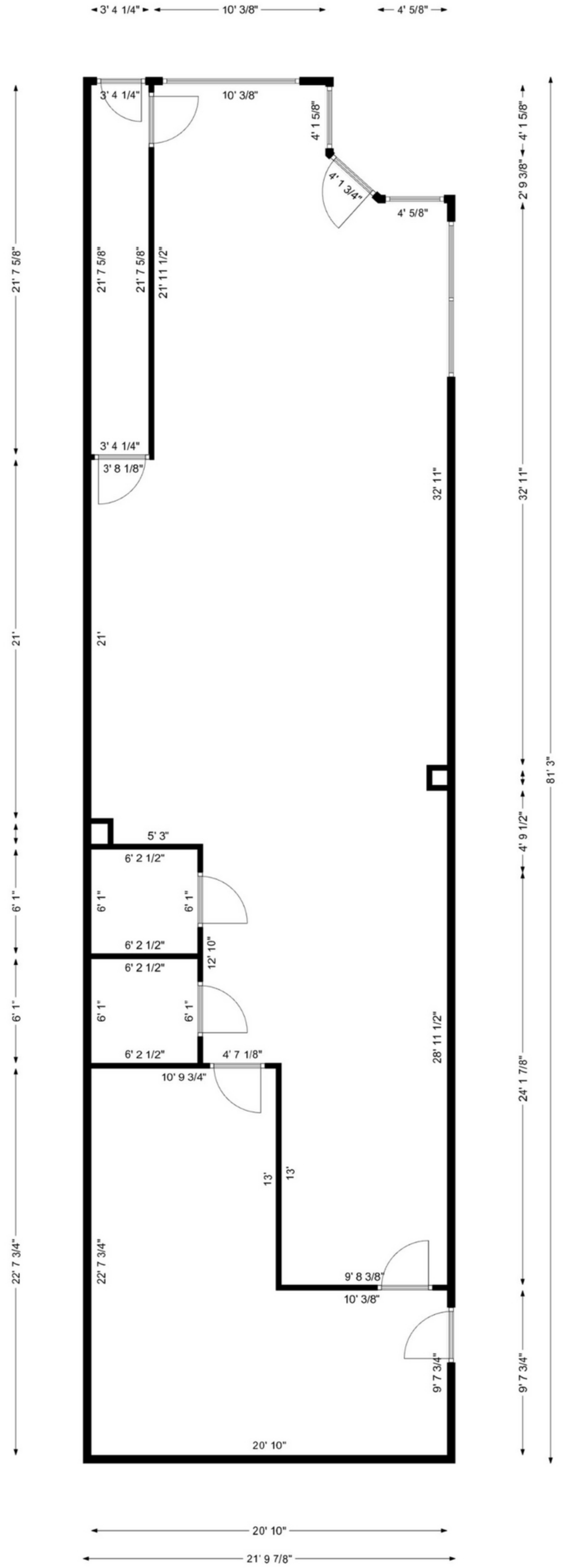
Brief Description of proposed project:

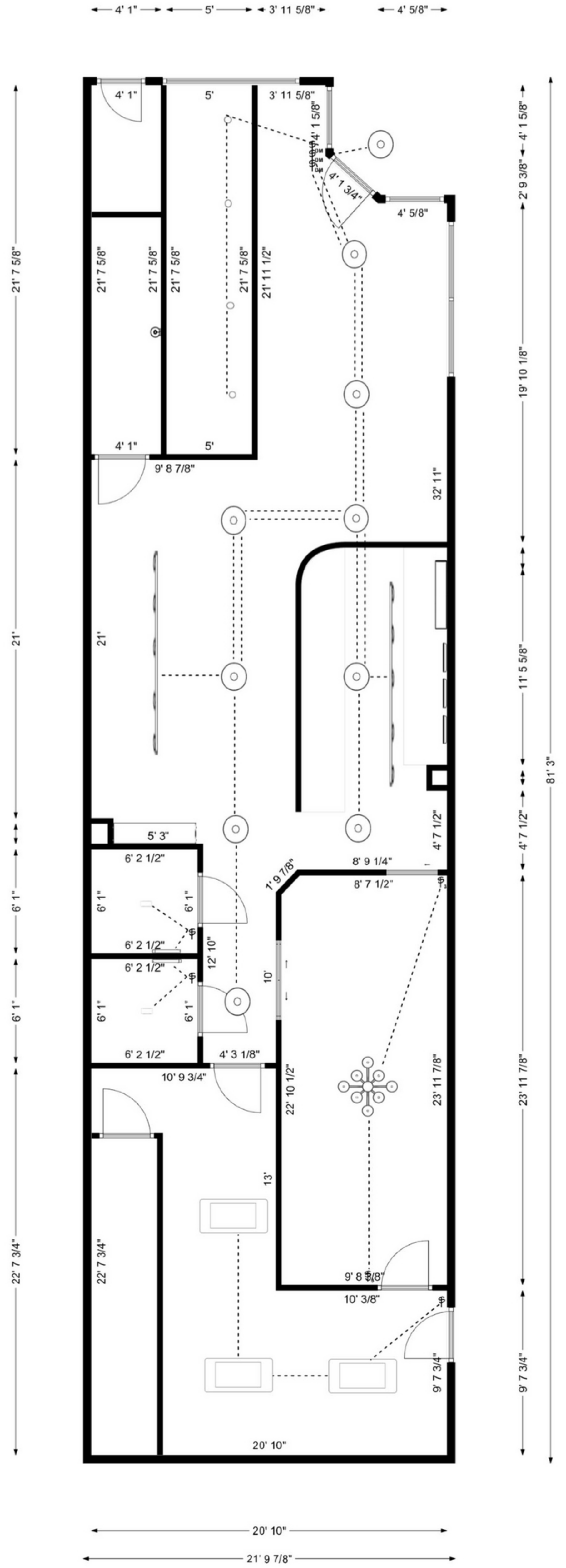
Café Remodel at 120 W Main St.

Existing first floor modifications to allow for Acai/Smoothie Bowl and Coffee Café. Remodeling will not affect construction, electrical, HVAC or plumbing of second floor apartments. Remodeling will not affect load-bearing walls (only loadbearing walls are exterior walls). Will be adding 10ft interior walls (ceiling is 14 ft) to create a second room and keeping footprint of backroom as is. Bathroom construction/layout will stay as is or modified per Food/Health/ADA inspection if needed. Will be adding a bulkhead to cover ceiling pipes in front east corner and a serving bar. Will extend run of current existing ceiling-hung furnace vent with a spiral down middle of building at ceiling height. Electrical and plumbing modifications needed to support food business. Only hot food served will be done with panini press.

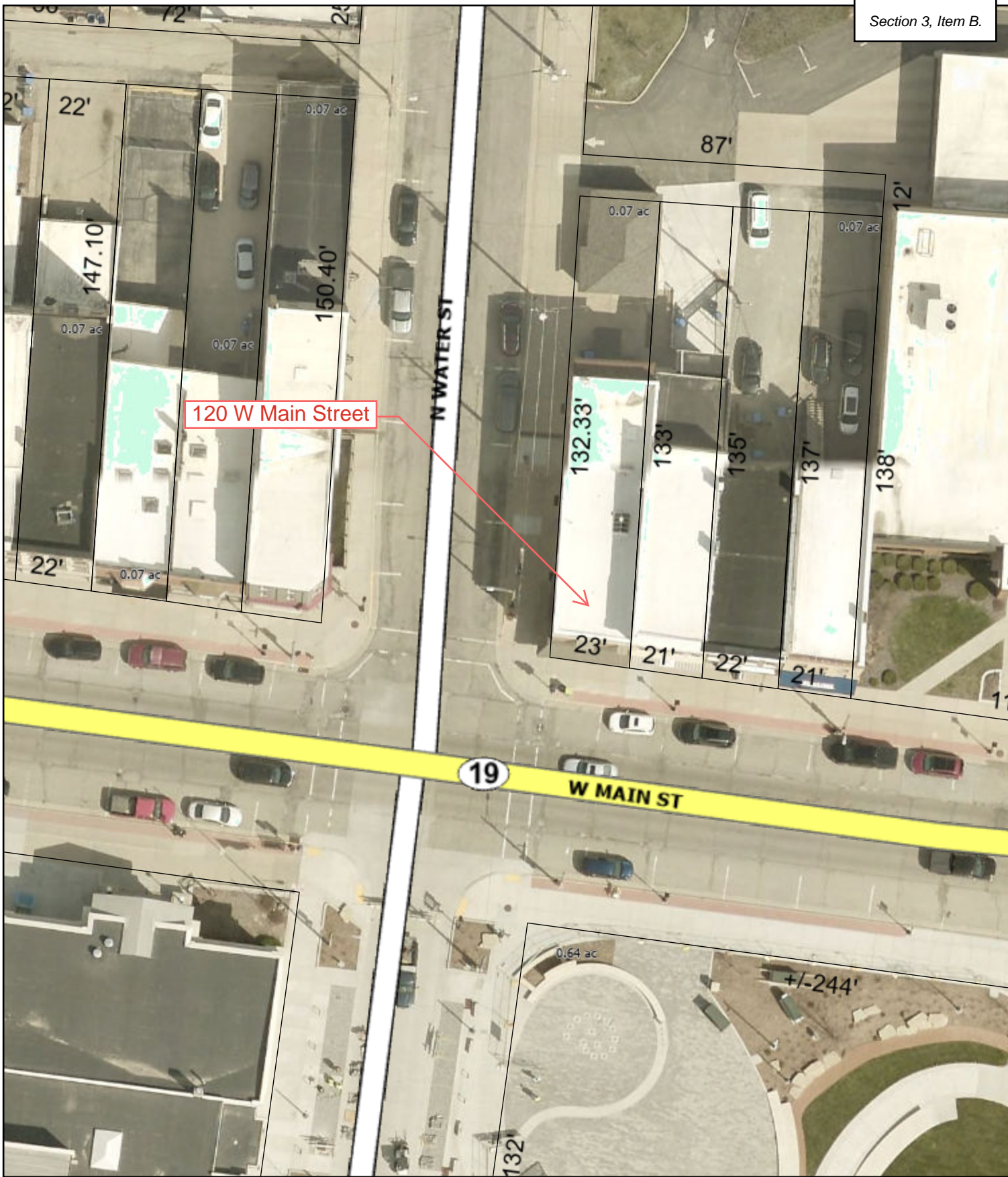
Thanks,  
Will Wendorff  
414-610-3311



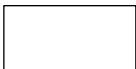








City Boundary



Parcel Boundary



City of Watertown Geographic Information System

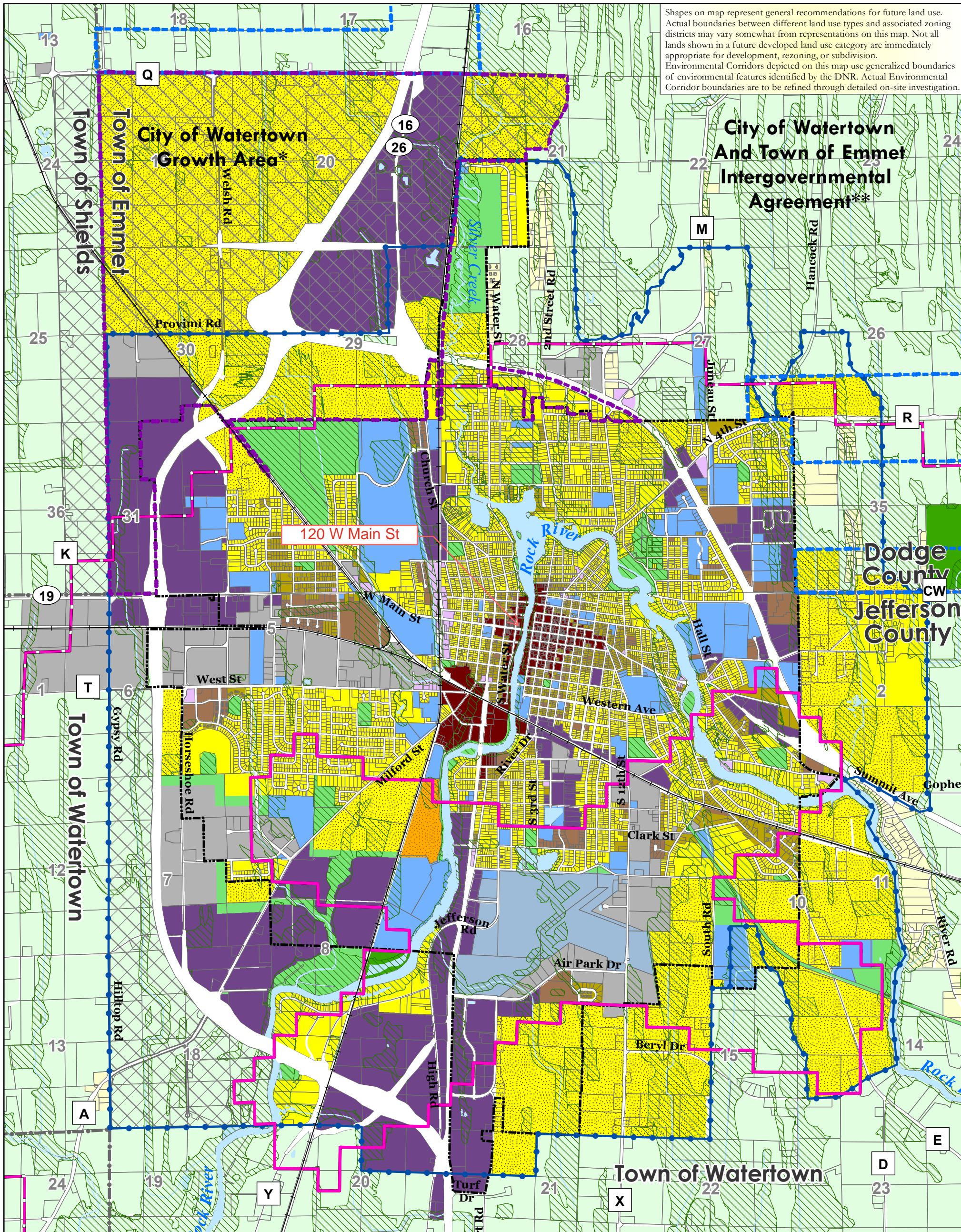
Scale: 1:443

SCALE BAR = 1"

Printed on: February  
Author:

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. City of Watertown makes no warranty whatsoever concerning this information.

Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.



# Future Land Use Urban Area

## Map 6b

City/Town IGA\*\*  
 City Growth Area  
 City Periphery Areas

\*Each "Planned Mixed Use Area" may include mix of:  
 1. Office  
 2. Multi-Family Residential  
 3. Mixed Industrial  
 4. Commercial Services/Retail  
 5. Institutional  
 6. Parks & Recreation

\*\*\*"Planned Neighborhoods" should include a mix of the following:  
 1. Single-Family - Sewered (predominant land use)  
 2. Two-family Residential  
 3. Multi-Family Residential  
 4. Institutional  
 5. Neighborhood Mixed Use  
 6. Parks & Recreation

\*\*\*Each "Riverside Mixed Use Area" may include mix of:  
 1. Office  
 2. Single-Family - Sewered  
 3. Two-Family Residential  
 4. Multi-Family Residential  
 5. Commercial Services/Retail  
 6. Institutional  
 7. Parks & Recreation

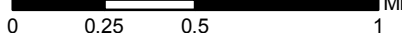
City of Watertown  
 Town Boundary  
 Parcel  
 Railroad  
 Watertown Urban Service Area  
 Watertown Long Range Growth Area

Airport Height Limitations  
 Maximum Building Elevation b/t 865 and 968 ft  
 Maximum Building Elevation b/t 968 and 1005 ft

**Land Use Categories**

	Agricultural
	Single-Family Residential - Unsewered
	Single-Family Residential - Sewered
	Two-Family Residential
	Multi-Family Residential
	Planned Neighborhood**
	Institutional
	Airport

	Rights-of-Way
	Neighborhood Mixed Use
	Planned Mixed Use*
	Central Mixed Use
	Riverside Mixed Use***
	Mixed Industrial
	Parks & Recreation
	Environmental Corridor
	Surface Water



Draft: August 7, 2019  
 Source: WisDNR, FEMA, City of Watertown, Dodge Co. LIO & Jefferson Co. LIO, V&A

**VANDEWALLE & ASSOCIATES INC.**  
 Shaping places. shaping change



**BUILDING SAFETY & ZONING DIVISION**  
**PLAN COMMISSION STAFF REPORT**

TO: Plan Commission  
DATE: March 10th, 2024  
SUBJECT: Cole Street – Vacation/Discontinuance of a Public Way

A request by the City of Watertown to initiate the vacation/discontinuance of a portion of Cole Street.

SITE DETAILS:

Street: Cole Street west of the intersection with N Second St.

BACKGROUND & APPLICATION DESCRIPTION:

The City of Watertown is proposing to vacate/discontinue a public way for a portion of Cole Street located west of the intersection with North Second Street. This vacation/discontinuance will remove a portion of the north half of the Cole Street ROW and will narrow the remainder of the north half of the ROW to 20ft. The remaining portion of Cole Street ROW west of the intersection with North Second Street will be 50ft in width after the vacation/discontinuance. The purpose of this vacation/discontinuance is to foster redevelopment of the adjacent parcel in the public interest.

STAFF EVALUATION:

Wisconsin Statutes

Per the Wisconsin Statutes it is the role of the Plan Commission to review and recommend to Council any Vacation/Discontinuance of a Public Way.

Per Wisconsin State Statute § 62.23(5):

(5) **Matters referred to city plan commission.** *The council, or other public body or officer of the city having final authority thereon, shall refer to the city plan commission, for its consideration and report before final action is taken by the council, public body or officer, the following matters: The location and architectural design of any public building; the location of any statue or other memorial; the location, acceptance, extension, alteration, **vacation**, abandonment, change of use, sale, acquisition of land for or lease **of land for any street, alley or other public way**, park, playground, airport, area for parking vehicles, or other memorial or public grounds; the location, extension, abandonment or authorization for any public utility whether publicly or privately owned; all plats of lands in the city or within the territory over which the city is given platting jurisdiction by ch. 236; the location, character and extent or acquisition, leasing or sale of lands for public or semipublic housing, slum clearance, relief of congestion, or vacation camps for children; and the amendment or repeal of any ordinance adopted pursuant to this section. Unless such report is made within 30 days, or such longer period as may be stipulated by the common council, the council or other public body or officer, may take final action without it.*

Per the Wisconsin Statues the Common Council may initiate any Vacation/Discontinuance of a Public Way that is determined to be in the public interest.

Per Wisconsin State Statute § 66.1003(4)(a):

(a) *Notwithstanding subs. (2) and (3), proceedings covered by this section **may be initiated by the common council** or village or town board **by the introduction of a resolution declaring that since the public interest requires it, a public way or an unpaved alley is vacated and discontinued.** No discontinuance of a public way under this subsection may result in a landlocked parcel of property.*

106 Jones Street • P.O. Box 477 • Watertown, WI 53094-0477 • Phone 920.262.4060

*Opportunity Runs Through It*

PLAN COMMISSION OPTIONS:

The following possible options for the Plan Commission:

1. Negative recommendation of the Discontinuance of a Public Way to Common Council.
2. Positive recommendation of the Discontinuance of a Public Way to Common Council.
3. Positive recommendation of the Discontinuance of a Public Way to Common Council, with conditions identified by the Plan Commission:

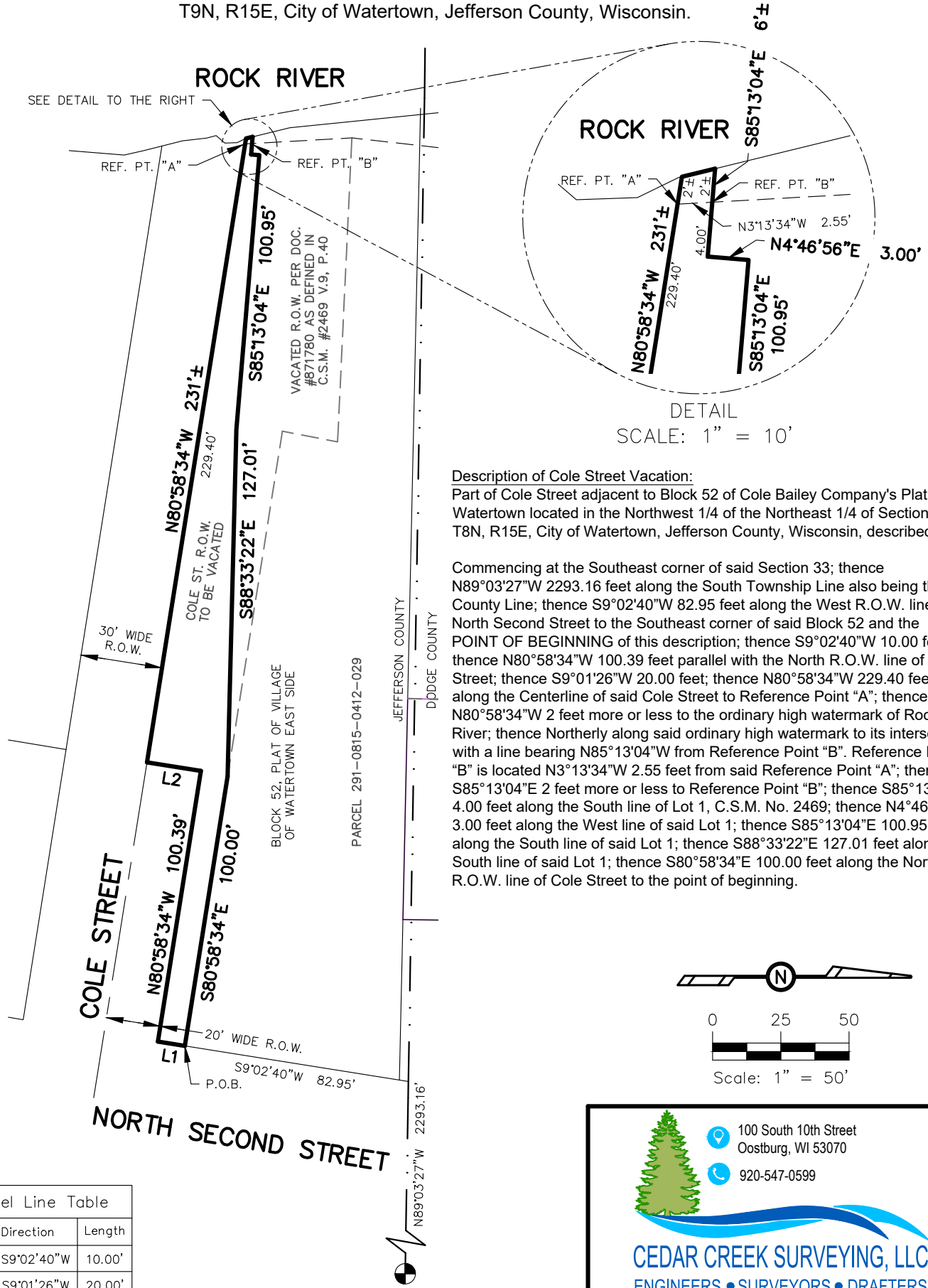
ATTACHMENTS:

- Application materials.

# EXHIBIT A

Section 3, Item C.

Part of Cole Street located in the SW 1/4 of the SE 1/4, Section 33,  
T9N, R15E, City of Watertown, Jefferson County, Wisconsin.

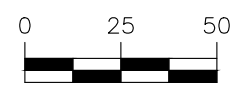


DETAIL  
SCALE: 1" = 10'

**Description of Cole Street Vacation:**

Part of Cole Street adjacent to Block 52 of Cole Bailey Company's Plat of Watertown located in the Northwest 1/4 of the Northeast 1/4 of Section 4, T8N, R15E, City of Watertown, Jefferson County, Wisconsin, described as:

Commencing at the Southeast corner of said Section 33; thence N89°03'27"W 2293.16 feet along the South Township Line also being the County Line; thence S9°02'40"W 82.95 feet along the West R.O.W. line of North Second Street to the Southeast corner of said Block 52 and the POINT OF BEGINNING of this description; thence S9°02'40"W 10.00 feet; thence N80°58'34"W 100.39 feet parallel with the North R.O.W. line of Cole Street; thence S9°01'26"W 20.00 feet; thence N80°58'34"W 229.40 feet along the Centerline of said Cole Street to Reference Point "A"; thence N80°58'34"W 2 feet more or less to the ordinary high watermark of Rock River; thence Northerly along said ordinary high watermark to its intersection with a line bearing N85°13'04"W from Reference Point "B". Reference Point "B" is located N3°13'34"W 2.55 feet from said Reference Point "A"; thence S85°13'04"E 2 feet more or less to Reference Point "B"; thence S85°13'04"E 4.00 feet along the South line of Lot 1, C.S.M. No. 2469; thence N4°46'56"E 3.00 feet along the West line of said Lot 1; thence S85°13'04"E 100.95 feet along the South line of said Lot 1; thence S88°33'22"E 127.01 feet along the South line of said Lot 1; thence S80°58'34"E 100.00 feet along the North R.O.W. line of Cole Street to the point of beginning.



Scale: 1" = 50'

Parcel Line Table		
Line #	Direction	Length
L1	S9°02'40"W	10.00'
L2	S9°01'26"W	20.00'

SE 1/4 COR.  
SEC. 33  
T9N, R15E

100 South 10th Street  
Oostburg, WI 53070  
920-547-0599

**CEDAR CREEK SURVEYING, LLC**  
ENGINEERS • SURVEYORS • DRAFTERS  
[www.cedarcreeksurveying.com](http://www.cedarcreeksurveying.com)






Cole St Vacation/Discontinuance

Section 3, Item C.



Location of portion of Cole Street to be Discontinued

-  City Boundary
-  Parcel Boundary
-  Address Points



City of Watertown Geographic Information System

Scale: 1:2,057 Printed on: February 17  
SCALE BAR = 1" Author:

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. City of Watertown makes no warranty whatsoever concerning this information.

# MEMO

## Administration

To: Plan Commission

From: Mason Becker, Manager of Economic Development and Strategic Initiatives

Date: March 10, 2025

Subject: Offer to purchase City owned land for Mary St and Clark St development

## Background

As shared at the Plan Commission meeting on February 10, 2025, Bruce Loeb has been working for some time on a multifamily development concept for approx. 7.0 acres he owns, located between Mary St and Clark St. For this development concept to move forward, Loeb wishes to purchase an adjacent area of land from the City. The Common Council previously consented to consider sale of this land to help facilitate the proposed development.

Currently, the proposed development, as designed, includes six buildings with a total of 102 rentable apartment units. Each unit includes a separate detached garage, and there will be surface parking spots as well. Should the City decline to sell the adjacent property, it would likely make the development less feasible from a design and cash-flow standpoint.

On February 26, 2025, Ruth Mack, acting as an agent for Loeb, submitted an offer-to-purchase to the City for this property, which is located at 315 Mary St. Mayor McFarland and Atty. Chesebro have both reviewed the submitted offer.

## Budget Goal

Fosters community growth by assessing opportunities, stakeholder input, environmental needs, and modern code and policy priorities

## Financial Impact

The City would receive the sale price of the land, and if the project moves forward, the development would economically benefit the City by bringing current agricultural land within a developed area to higher use, as well as provide needed housing for community residents.

## Recommendation

Recommend approval to consider sale of City-owned land, and forward to Finance Committee with positive recommendation.

The proposed work force multi-family housing development will be built on the lots between Mary and Clark Streets and the triangle parcel on the same site as the retention pond between Mary and Clark Streets.

PUD for 102 UNITS - six buildings each with garages multi family *work force housing* project.

The PUD will be five buildings of 16 units each, and one building of 22 units, each with garage and surface parking near; all buildings are two stories with ground level entrances to both upper and lower apartments. There are 4 one--bedroom, 2 three- bedroom, and 10 two- bedroom apartments in each of the 16 unit buildings. The 22 unit is 4 three- bedroom, 12 two- bedroom and 6 one- bedroom apartments.

In February 2023 Cedar Corp., funded by the Greater Watertown Community Health Foundation, identified this site as the **number 1** multi family work force housing available site in Watertown for residential development.

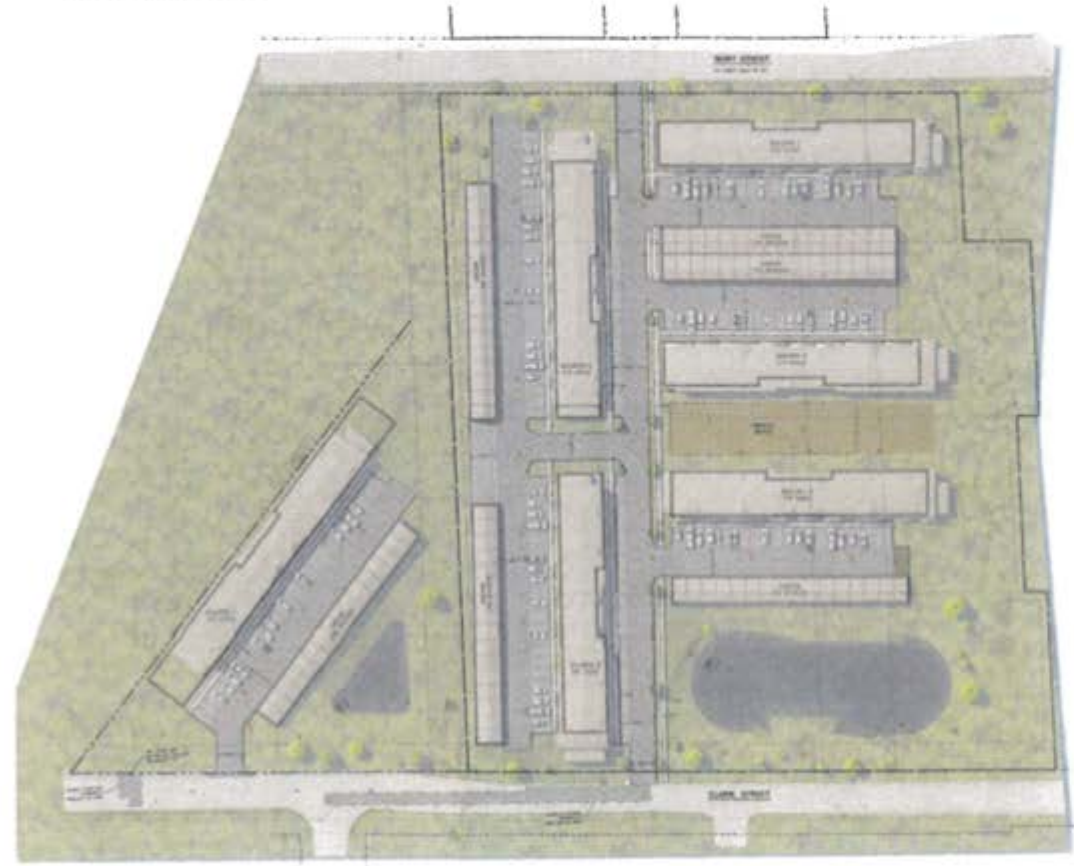
It is part of Tax Increment Finance District # 7.

It fits the City's future land use plan.

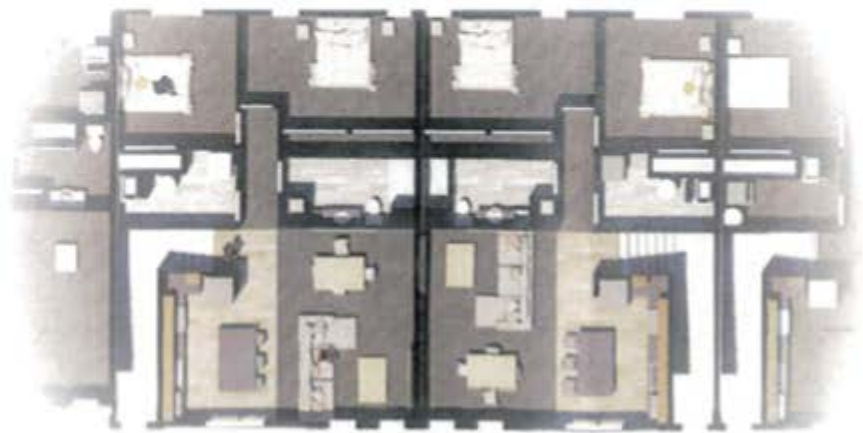
Since 1921 the Loeb family has been part of the Watertown community working with the City of Watertown on many projects in the City. Some of the more recent ones were developing the Wal-Mart site, the successful TIF # 3, (Air Park Drive industrial and commercial businesses and Audubon Apartments). Loeb and Company LLP continues to offer residential, commercial and industrial sites to the community to rent or purchase.



ELEVATION



SITE



APARTMENT UNIT



WAKOKA ST

MARY ST

Loeb Development

City Owned

CLARK ST

SIDE TER

SINTH ST

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ February 27, 2025 ~~(DATE IS (AGENT OF BUYER)~~

2 ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) (STRIKE THOSE NOT APPLICABLE)~~

3 The Buyer, Mary Clark LLC

4 offers to purchase the Property known as a portion of 315 Mary Street

5 (Tax Parcel No. 291-0815-0912-013), as shown on Exhibit A attached hereto

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 City of Watertown, County

8 of Jefferson Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Seven Thousand

10 Dollars (\$ 7,000.00).

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: None.

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: None.

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 March 14, 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 March 31, 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 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 Fidelity Land

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

Section 3, Item D.

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

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

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

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

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

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

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

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

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas  
118 lines located on but not directly serving the Property.

Section 3, Item D.

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  
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  
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445. Section 3, Item D.  
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
181 lease agreement or an extension of credit from an electric cooperative.

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

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

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

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

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

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

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

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

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

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

Section 3, Item D.

242 Buyer should review any plans for development or use changes to determine what issues should be added  
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

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)  ("Buyer" if neither  
283 stricken) obtaining the following, including all costs: a  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)  ("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)   
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_  
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
292 Property, the location of improvements, if any, and: \_\_\_\_\_

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

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

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

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

Section 3, Item D.

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

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

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

320 **N/A** **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

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

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

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

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

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

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

333 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.  
344 If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

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

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

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

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

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

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

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

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

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an adden  
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fee  
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 appraisal

Section 3, Item D.

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amend  
 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 **[N/A] 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 **[N/A] BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
 443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
 444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of \_\_\_\_\_  
 447 \_\_\_\_\_ (name other contingencies, if any); and

- 448 (3) Any of the following checked below:
  - 449  Proof of bridge loan financing.
  - 450  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
 451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: \_\_\_\_\_  
 453 \_\_\_\_\_  
 454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **[N/A] 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 other items of income or expense related to the Property \_\_\_\_\_.

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 Section 3, Item D.  
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-clos  
 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 thereafter, and no others,

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 10 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** if Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
 536 (written) (oral) **STRIKE ONE** lease(s) if any are The Property is not subject to any leases

537 \_\_\_\_\_  
 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  
 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.

Section 3, Item D.

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, as Seller's sole remedy.~~

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  
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts  
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.

Section 3, Item D.

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 **N/A 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** Buyer's obligation to purchase the Property is  
656 subject to the approval, by all governmental agencies having jurisdiction over the matter,  
657 of a new certified survey map that divides the property known as 315 Mary Street into two  
658 parcels as shown on Exhibit A attached hereto, within 60 days after acceptance of this  
659 Offer. The certified survey map will be prepared at Buyer's expense. The triangular-shaped  
660 parcel shown on Exhibit A attached hereto is referred to in this Offer as the "Property".

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.



Section 3, Item D.

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

666 Name of Seller's recipient for delivery, if any: Mayor Emily McFarland

667 Name of Buyer's recipient for delivery, if any: Ruth Mack

668  **N/A** (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: 106 Jones Street, Watertown, WI 53094

676 Address for Buyer: 1111 S. 10th St., Watertown, WI 53094-4911

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

678 Email Address for Seller: emcfarland@watertownwi.gov

679 Email Address for Buyer: ruthm@loebco.com

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 Exhibit A is/are made part of this Offer.

683 This Offer was drafted by [~~Licensee and Firm~~], Martin W. Meyer of Mawicke & Goisman, S.C.

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

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

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

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

Mary Clark LLC

696 (x) By: Bruce Loeb February 27, 2025  
697 Buyer's Signature ▲ Print Name Here ▶ Bruce Loeb, its Manager Date ▲

698 (x) \_\_\_\_\_ Date ▲  
699 Buyer's Signature ▲ Print Name Here ▶

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) \_\_\_\_\_ Date ▲  
705 Seller's Signature ▲ Print Name Here ▶

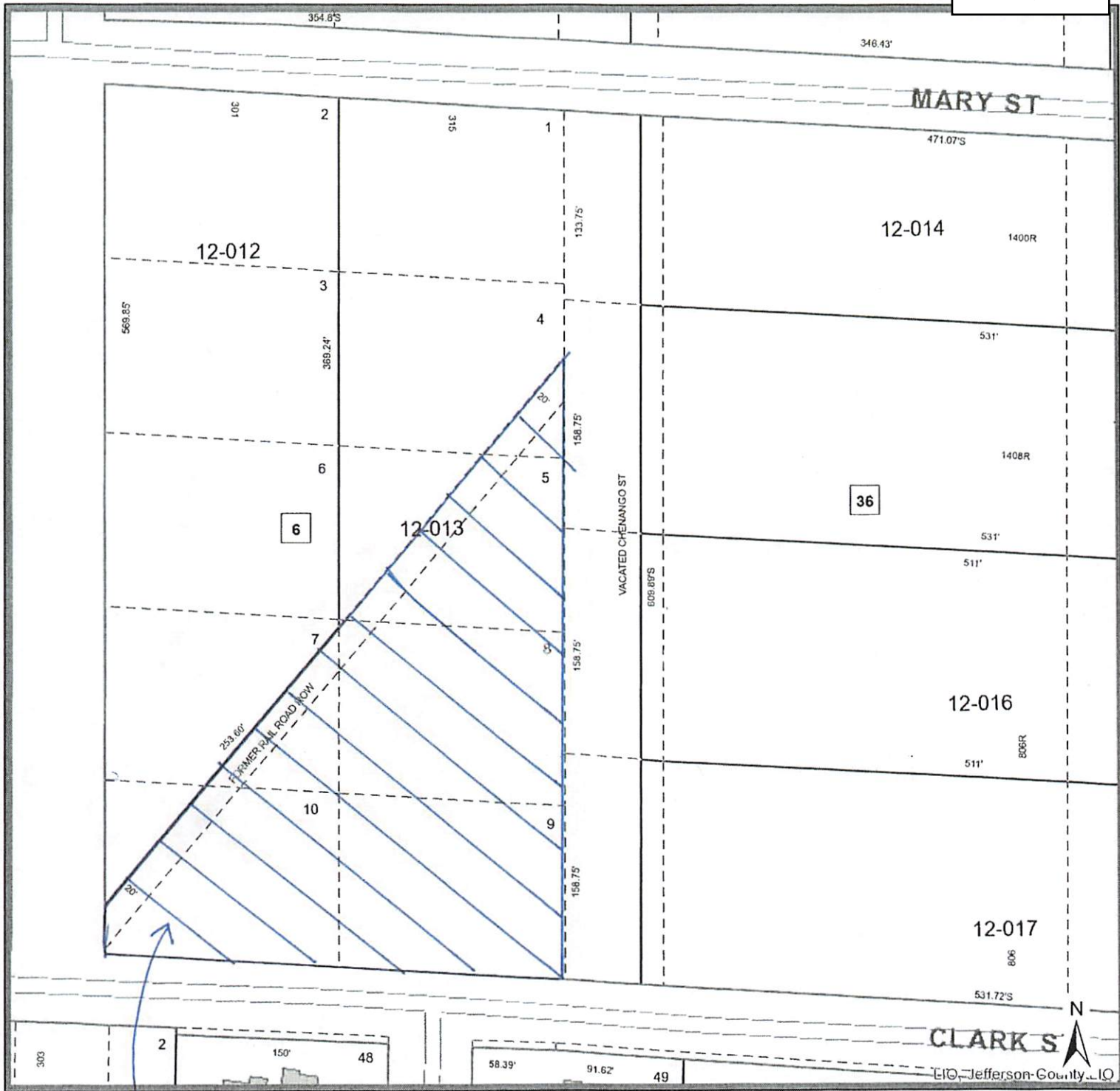
706 (x) \_\_\_\_\_ Date ▲  
707 Seller's Signature ▲ Print Name Here ▶

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 ▲

EXHIBIT A

Section 3, Item D.



Property