



Plan & Architectural Review Meeting

Whitewater Municipal Building Community Room,
312 West Whitewater St., Whitewater, WI 53190
*In Person and Virtual

Monday, August 10, 2026 - 6:00 PM

**Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone.
Citizen participation is welcome during topic discussion periods.**

<https://teams.microsoft.com/meet/26877653736760?p=OdjLzRfPW2WoWDVVGy>

Dial in by phone

+1 929-229-5663,,246679328# United States, New York City

Find a local number

Phone conference ID: 246 679 328#

**Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number:
(262) 473-0108.**

AGENDA

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

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HEARING OF CITIZEN COMMENTS

No formal Plan Commission action will be taken during this meeting although issues raised may become a part of a future agenda. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Council discusses that particular item.

CONSENT AGENDA

Items on the Consent Agenda will be approved together unless any commission member requests that an item be removed for individual consideration.

1. Updated Preliminary and Final Certified Survey Map Policy.
2. Approval of July 13, 2026 Minutes.

PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL

3. Discussion and possible approval of a Conditional Use Permit for alcohol by the Drink for Rosalio Mondragon d/b/a Taqueria la Estrella. Located at 1170 W Main Street. Tax Parcel #/ WUP 00164D.

CONSIDERATION/DISCUSSION/REPORTS

4. Discussion and possible approval of a Land Split Certified Survey Map (CSM) for a vacant property located at the end of W South Street off of S Elizabeth St for US Shelter Homes. Tax Parcel # /A373900003.
5. Discussion and possible recommendation to Common Council the sale of vacant land located on Starin Road. More commonly known as lot 2 of Hospital Hill. Tax Parcel # /A514100002.
6. Discussion and possible recommendation to Common Council the sale of Vacant Land on Enterprise Blvd and wraps around East West Company on N. Prospect Drive. Tax Parcel #292-0515-3432-000.
7. Discussion and possible approval of the Final Certified Survey Map for splitting Moraine View Park off from the portion of the property located at the end of Universal Boulevard. Tax Parcel #/WUP 00322.
8. Discussion and possible approval of the Final Certified Survey Map for the property located on Enterprise Blvd and wraps around East West Company on N. Prospect Drive. Tax Parcel #292-0515-3432-000.
9. Discussion and possible approval of the Final Certified Survey Map for the property located at the Corner of E Main Street and N Jefferson. Tax Parcel #'s /BIRW 00001, /BIRW 00002 and /BIRW 0003A.

FUTURE AGENDA ITEMS

NEXT MEETING DATE SEPTEMBER 14, 2026.

ADJOURNMENT

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting. Those wishing to weigh in on any of the above-mentioned agenda items but unable to attend the meeting are asked to send their comments to:

c/o Community Development Department
312 W. Whitewater Street
Whitewater, WI 53190
or Idostie@whitewater-wi.gov

This agenda may include quasi-judicial items addressing the specific outcome for an individual or property, such as zoning appeals, conditional use permits, or other land use decisions. For quasi-judicial items, board/commission members are only able to consider information presented by interested parties or the public on the record during this meeting. Board/Commission members

should not conduct their own investigation but may request additional information from the interested parties.

A quorum of the Common Council might be present. This notice is given to inform the public that no formal action will be taken at this meeting by the Common Council.



PARC Agenda Item

Meeting Date:	August 10, 2026
Agenda Item:	Policy for Preliminary and Final Certified Survey Maps
Staff Contact (name, email, phone):	Llana Dostie, Zoning Specialist

BACKGROUND

(Enter the who, what when, where, why)

At the previous Plan & Architectural Review Commission meeting, Community Development Staff presented a proposed **Certified Survey Map (CSM) Policy** intended to establish a consistent internal review process that aligns with the requirements of the Municipal Code and applicable Wisconsin Statutes.

During public comment and Commission discussion, concerns were raised regarding the use of the term "**approval**" within the policy. Specifically, there was concern that the language could be interpreted as guaranteeing approval of a Certified Survey Map upon submission or review.

In response to these comments, Staff has revised the policy language to clarify that review of a Certified Survey Map by the Plan & Architectural Review Commission does **not** constitute or imply a guarantee of approval. The revised language more accurately reflects the Commission's discretionary review authority and makes clear that each application will be evaluated on its own merits and for compliance with all applicable Municipal Code provisions, state statutes, and other relevant regulations before any action is taken.

The revisions are intended to improve the clarity of the policy while maintaining consistency with existing legal requirements and the City's review procedures.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Plan Commission Meeting June 8, 2026-Board had questions regarding CSM's presented
Plan Commission Meeting July 13, 2026-Board liked policy but needed public comment wording change.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Certified Survey Map Policy

 City of WHITEWATER		Certified Survey Map Review and Approval Policy			
Owner:	Community Development Director	Approving Position:	I	Pages:	2
Issue Date:		Revision Date:		Review Date:	
Special Instructions:					

I. PURPOSE

The purpose of this policy is to establish the procedures and requirements for the review and approval of Preliminary and Final Certified Survey Maps (CSMs) within the City of Whitewater.

All Preliminary and Final Certified Survey Maps shall be reviewed by the Plan & Architectural Review Commission prior to approval.

II. POLICY

1. Final Certified Survey Map Requirements

All Final Certified Survey Maps submitted to the City shall meet the following requirements:

- a. The Certified Survey Map shall be prepared by a Wisconsin Registered Land Surveyor and shall comply with the provisions of Section 236.34 of the Wisconsin Statutes and City Ordinance 18.04.046.
- b. The Certified Survey Map shall comply with all applicable design standards, required improvements, and general provisions contained in Ordinance 18.04.046.
- c. Where streets, easements, parks, or other lands are dedicated to the public, the Certified Survey Map shall contain an Owner's Certificate and Mortgagee's Certificate substantially in the form required by Section 236.21(2)(a), Wisconsin Statutes.
- d. A Certificate of Approval shall be placed on the face of the Certified Survey Map.
- e. When a dedication of land is required, the Common Council Resolution accepting the dedication and approving the Certified Survey Map shall be placed on the face of the map.

- f. If the Certified Survey Map contains private roads, the following note shall be included on the face of the map:

NOTICE OF POSSIBLE LIMITATION OF PUBLIC SERVICES

THIS CERTIFIED SURVEY MAP CONTAINS PRIVATE ROAD(S), AND, AS A RESULT, CERTAIN PUBLIC SERVICES MAY BE LIMITED. THE EXTENT OF THESE LIMITATIONS MAY BE SPELLED OUT IN A DOCUMENT CALLED A CITY/DEVELOPER AGREEMENT OR CONTRACT FOR IMPROVEMENTS; OR, IF THIS IS A CONDOMINIUM PLAT, IN A DOCUMENT CALLED A GENERAL DEVELOPMENT PLAN (GDP), WHICH DIRECTLY RELATES TO THIS CSM AND IS FILED AS A PUBLIC DOCUMENT IN THE OFFICES OF BOTH THE WHITEWATER CITY CLERK AND THE DIRECTOR OF PUBLIC WORKS FOR THE CITY OF WHITEWATER.

2. Approval Procedures

A. Preliminary & Final Certified Survey Maps Without Public Land Dedication

1. The Preliminary and Final Certified Survey Map shall be reviewed by the Plan & Architectural Review Commission, which may approve, approve with conditions, or deny the Certified Survey Map.
2. Following Plan & Architectural Review Commission approval of the Final Certified Survey, the Certified Survey Map may be recorded.
3. Prior to recording, the original Final Certified Survey Map shall be submitted to the City to obtain all required signatures.

B. Preliminary & Final Certified Survey Maps With Public Land Dedication

1. The Preliminary and Final Certified Survey Map shall be reviewed by the Plan & Architectural Review Commission, which may approve, approve with conditions, or deny the Certified Survey Map.
2. The Plan & Architectural Review Commission shall make a recommendation to the Common Council regarding approval of the Final Certified Survey Map and acceptance of the land dedication.
3. Following Common Council approval, the Final Certified Survey Map may be recorded.
4. Prior to recording, the original Final Certified Survey Map shall be submitted to the City to obtain all required signatures.

3. Administration

The Zoning Administrator or designee shall be responsible for administering this policy and verifying compliance with all applicable state statutes, municipal ordinances, and approval procedures prior to recording.



Plan & Architectural Review Meeting

Whitewater Municipal Building Community Room,
312 West Whitewater St., Whitewater, WI 53190

*In Person and Virtual

Monday, July 13, 2026 - 6:00 PM

MINUTES

CALL TO ORDER

Meeting called to order at 6:00 p.m.

ROLL CALL

PRESENT

Chairman, Councilmember Neil Hicks
Board Member Bruce Parker
Board Member Marjorie Stoneman
Board Member Carol McCormick
Vice Chairman Lynn Binnie
Board Member Sherry Stanek

ABSENT

Board Member Tom Miller
Common Council Representative Gavin Kelleher

STAFF

Mason Becker, Community Development Director
Aftin Hill, Zoning Administrator designee
Llana Dostie, Zoning Specialist
Brad Marquardt, Director of Public Works

APPROVAL OF AGENDA

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Hicks requested that item number 10 be moved prior to item number 6.

Motion to approved agenda with the requested change.

Motion made by Vice Chairman Binnie, Seconded by Board Member Stanek.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Stanek

HEARING OF CITIZEN COMMENTS

No formal Plan Commission action will be taken during this meeting although issues raised may become a part of a future agenda. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Committee discusses that particular item.

None

CONSENT AGENDA

Items on the Consent Agenda will be approved together unless any commission member requests that an item be removed for individual consideration.

1. Approval of June 1, 2026 Special Meeting Minutes.

Motion made by Board Member McCormick, Seconded by Board Member Stanek.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Stanek

2. Approval of June 8, 2026 Minutes

Motion made by Board Member McCormick, Seconded by Board Member Stanek.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Stanek

PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL

3. Discussion and recommendation to Common Council the vacation of the public platted unnamed alley west of North Jefferson Street, North of East Main Street and South of East North Street.

Brad Marquardt, Public Works Director provided a background as to why the vacation of the alley is being requested.

Motion to recommend to Common Council the vacation of the public platted unnamed alleyway.

Motion made by Board Member Stanek, Seconded by Board Member Parker.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Stanek

4. Discussion and possible approval for a Conditional Use Permit and Site Plan Review for Dan Legge for a detached garage of 2,263.2 square feet. Located at 212 South Esterly Street-Parcel #: /A288100003.

Board Member Hicks recused himself from this matter.

Zoning Administrator Designee Hill provided a background of the application.

Randall Aschbrenner, Project Manager Legge Construction provided a background to the owners plans for the structure.

Motion to deny the conditional use for the 2,263 square foot detached garage due to the size and would set a precedent.

Motion made by Board Member Stanek, Seconded by Board Member McCormick.

Voting Yea: Board Member Parker, Board Member Stoneman, Board Member

McCormick, Vice Chairman Binnie, Board Member Stanek

Voting Abstaining: Chairman, Councilmember Hicks

5. Discussion and possible approval of a Conditional Use Permit for Danielle Parsell d/b/a Flowing Well Saloon for alcohol by the drink. Located at 132 West Center Street. Parcel Id # /OT 00065.

Zoning Administrator Designee Hill provided a background to the application.

Board member McCormick had a question about the site plan.

Applicant answered the question.

Zoning Specialist Dostie answered question regarding entertainment license. And provide background that owner drew stie plan.

Motion to approved Conditional use for alcohol by the drink.

Motion made by Board Member Parker, Seconded by Board Member McCormick.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member

Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Stanek

CONSIDERATION/DISCUSSION/REPORTS

6. Review and Discuss a concept plan for Seven Brew Coffee to be located at the former Bicyclewise location at 1155 W Main Street. Tax Parcel # /L 00007.

Zoning Administrator Designee Hill provided a background as to the concept plan application.

John Thorsen the developer, Elm Grove, Jonathan and Kayla Lipncot answered Board member questions.

Board asked the applicant to look at landscaping, snow removal and traffic study.

7. Discussion and Possible Approval for an Amended Site Plan Review for parking lot modifications for Lavelle Industries. Located at 1215 N Universal Blvd, Parcel # /A521000001.

Zoning Administrator Designee Hill provided a background to the application. The applicant's site plan was previously approved this is just an amendment.

Jacob Breckler provided additional information and answered Board member questions.

Motion to approve amended site plan with planner's recommendations.

Motion made by Board Member Stanek, Seconded by Board Member Parker.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member

Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Stanek

8. Review and Discuss with Attorney Steven Cheseboro regarding limitations relating to site visitation and role of commission members.

Attorney Cheseboro provided information regarding site visits and answered board member questions.

Parker read off his google search regarding plan commission members and site visits and what is allowed.

Board members asked further questions and comments.

Community Development Director Becker stated staff could come up with a notification for all agendas and bring back to the board at a future meeting.

9. Review, discuss and direct staff regarding Policy for Preliminary and Final Certified Survey Maps.

Zoning Specialist Dostie provided a background as to the policy creation.

David Stone commented on a concern as to some of the wording within the policy.

Zoning Specialist Dostie stated that the concern regarding some of the approval language would be reworded.

10. Review and Discuss the notification of an application to Landmark the Stone Stable, located in Municipal Parking Lot A.

Zoning Specialist Dostie provided a background that the Landmarks commission has received an application to landmark the Stone Stable is City owned property and Plan Commission is one of the bodies that needs notification of the public hearing.

FUTURE AGENDA ITEMS

NEXT MEETING DATE AUGUST 10, 2026.

ADJOURNMENT

Meeting adjourned at 7:30 p.m.

Motion made by Board Member Stanek, Seconded by Board Member Parker.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Stanek

M E M O R A N D U M

To: City of Whitewater Plan and Architectural Review

Commission

From: Allison Schwark, Zoning Administrator

Date: August 10, 2026

Re: Conditional Use Permit

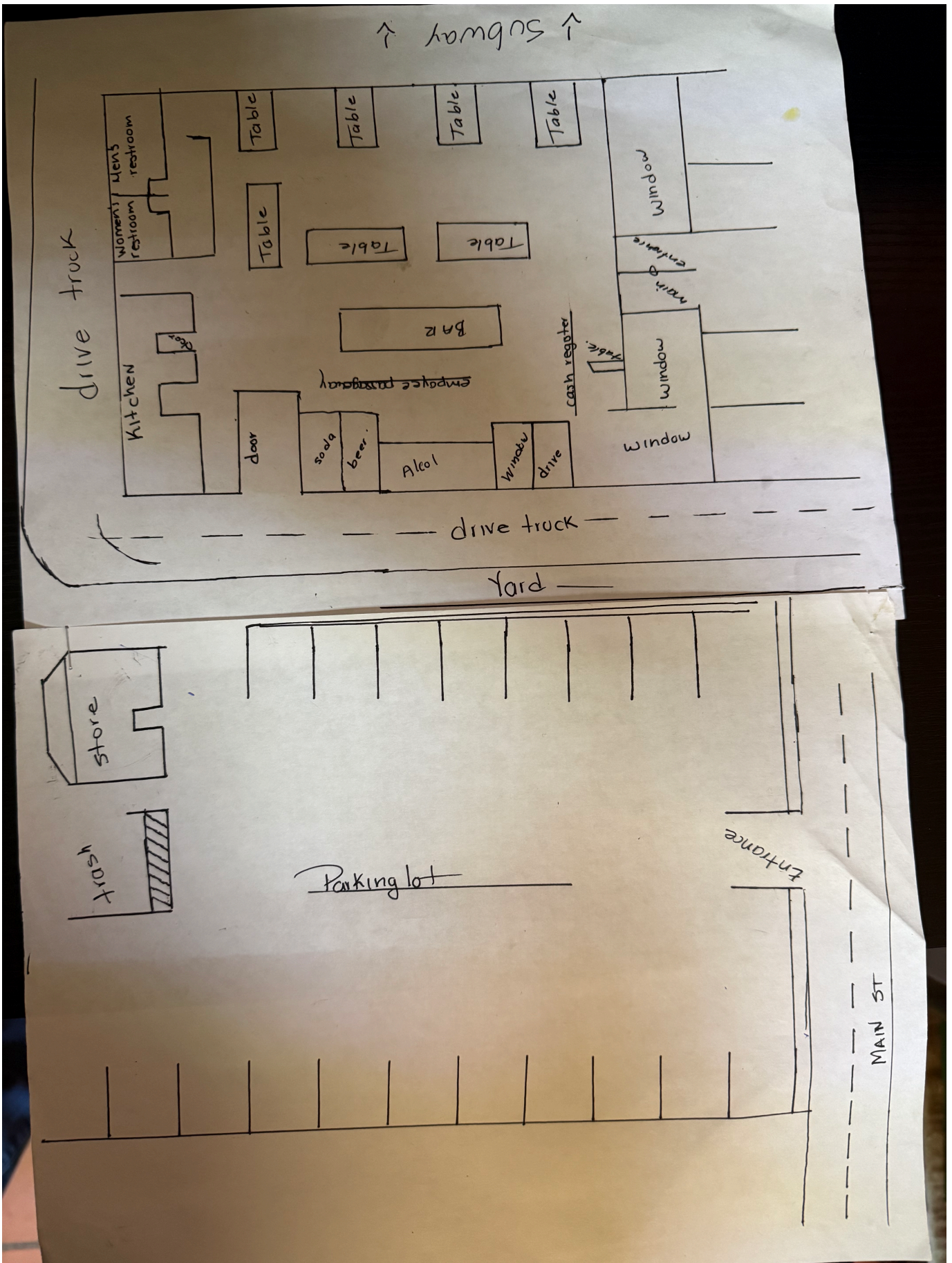
Summary of Request	
Requested Approvals:	Conditional Use Permit (CUP) for sale of alcohol by the drink
Location:	1170 W Main St (/WUP 00164D)
Current Land Use:	Restaurant
Proposed Land Use:	Restaurant
Current Zoning:	B-1, Community Business District
Proposed Zoning:	N/A
Future Land Use:	Community Business

Application Summary

The applicant is requesting a Conditional Use Permit for the sale of alcohol by the drink at 1170 W Main St. In the B-1 District taverns and other places selling alcoholic beverages by the drink are only allowed by Conditional Use. The restaurant is existing currently, and would like to remain in operation.

Planner's Recommendations

- 1) Staff recommends the plan commission **APPROVE** the conditional use permit with the following conditions:
 1. The conditional use permit shall run with the applicant and not the land. Any change in ownership/licensee (or operator) will require approval of a conditional use permit for the new owner/licensee (or operator) from the Plan Commission.
 2. Maximum occupancy shall be as determined by the fire department and building inspector.
 3. The applicant shall comply with all required City and building codes.





City Of Whitewater

Conditional Use Permit Application (Public Hearing)

107 Questions

CONDITIONAL USE APPLICATION CHECKLIST

Applicant

1. Fill out Plan Request, Conditional Use Application, Cost Recovery Certificate and Agreement. A digital copy of all submittal material:
 - a. Application Forms
 - b. Landscape plan indicating location, type and size of materials (Please review Landscaping Guidelines)
 - c. Stormwater and Erosion Control Applications (if necessary)
 - d. Lighting (Photometric) Plan
 - e. Add any other materials you feel are pertinent
2. Application shall include the following Plan requirements:
 - a. All plans shall be drawn to scale and show all sides of the proposed building.
 - b. All plans will exhibit property exterior building materials and colors to be used.
 - c. All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks.
 - d. Building elevations must include the lot on which the structure is to be built and the street(s) adjacent to the lot.
3. Submit fee to City of Whitewater using payment link
<https://www.paymentservicenetwork.com/PaymentPage.aspx?acc=RT28287>

City Building Inspector/Zoning Administrator

1. Review application for accuracy and all required information.
2. Staff will review information for conformance to Ordinances
3. Engineer will review Stormwater and Erosion Control Plans
4. Landscape Plan will be reviewed Urban Forestry Commission
5. When application is complete and approved by all Staff it will then be forwarded to the Zoning Specialist.

Zoning Specialist

1. Conditional Use notice will be published in the local newspaper for two-week period with a one week waiting period for a total of three weeks prior to scheduled public hearing.
2. Conditional Use notice will be mailed to property owners that abut the property and those that are within 300 feet minimum/and or further distance at the discretion of zoning administrator from the property.
3. Public Hearing for Conditional Use will be scheduled for the next Plan Commission meeting after notice has appeared in the newspaper for two weeks.

Process

1. Plan Commission considers applicant's request and staff review is presented by Zoning Administrator, at the first initial appearance. If Plan Commission recommends changes and/or revisions, then the applicant must revise site plan, otherwise the matter is forwarded as is for the second appearance for approval/denial of the final site plan.

NOTE: Plan Commission normally meets the second Monday of each month at 6:00 p.m. If a public hearing is required, it will be scheduled at the beginning of the Plan Commission meeting.

Urban Forestry Commission normally meets quarterly the fourth Monday of the month at 5:30 p.m. or as needed to review plans

Llana Dostie, Zoning Specialist

262-473-0144

ldostie@whitewater-wi.gov

Allison Schwark, Zoning Administrator

Municipal Code Enforcement

262-249-6701

mcodeenforcement@gmail.com

General Project Information

1) Project Title (if any) *

no

Applicant, Agent & Property Owner Information

2) Applicant's First Name *

rosalio mondragon

3) Address *

[REDACTED]

4) City *

[REDACTED]

5) State *

[REDACTED]

■ Zip Code *

[REDACTED]

7) Phone Number *

[REDACTED]

8) Email Address *

[REDACTED]

9) Agent Name *

10) Agent Company *

taqueria la estrella rrj

11) Address *

[REDACTED]

12) City *

[REDACTED]

13) State *

[REDACTED]

14) Zip Code *

[REDACTED]

15) Phone Number *

[REDACTED]

16) Email Address *

[REDACTED]

17) Owner First Name (if different from applicant) *

reynolds rentals llc

18) Address *

[REDACTED]

19) City *

[REDACTED]

20) State *

[REDACTED]

21) Zip Code *

[REDACTED]

22) Phone Number *

[REDACTED]

23) Email Address *

[REDACTED]

24) Planning Request (check all that apply) *

☐ Site Plan and Architectural Review \$150.00 plus \$0.05 per sq. ft (Floor Area)

☒ Conditional Use Permit \$275.00

☐ Rezone/Land Use Amendment \$400.00

☐ Planned Unit Development \$500.00

☐ Preliminary Plat \$175.00

☐ Final Plat \$225.00

☐ Certified Survey Map \$200.00 plus \$10.00 per lot

☐ Project Concept Review \$150.00

☐ Joint Conditional Use & Certified Survey Map \$500.00 plus \$10.00 per lot

☐ Joint Rezoning & Certified Survey Map \$500.00 plus \$10.00 per lot

☐ Joint Site Plan & Conditional Use \$350.00 plus \$0.05 per sq. ft (Floor Area)

☐ Board of Zoning Appeals/Adjustment \$300.00

Translation Services

25) Will translation services be needed during the Plan Board meeting? *

Yes

No

Item 3.

26) If Yes, please specify the language required. *

espanol

Conditional Use Permit Application

I, (We) the undersigned owner(s)/agent do hereby petition the Plan Commission to grant a Zoning Amendment.

27) Previous Use of Space *

no

28) Hours of Operations (Weekends) *

10 am 8 pm

29) Description of Business use or Operations *

mexican restaurant

New Business Use/Operation Information

30) Hours of Operations (Weekdays) *

no

31) Total Area Space in Square Feet *

32) # Full Time Employees *tree

33) # Toilet Fixtures *two

34) # of Part Time Employees *two

35) Total Employee Hours Per Year (include yourself if self-employed) *1,920 hours

36) Customer Seating *☒ Yes☐ No**37) Seating Capacity ***60

38) Sprinkler System *

Yes

Item 3.

No

39) Hazardous/Flammable Chemicals used/stored *

Yes (must attach MSDS Sheets)

No

Specified Use of Property and Building(s)

40) Building A *

restaurant

41) Building B

42) Building C

43) Will there be any problems resulting from this operation such as: (Check all that apply) *

☐ Odors

☐ Smoke

☐ Noise☐ Light☐ Vibrations☒ Note

Parking

44) Dimension of parking lot *

3,960

45) Number of Spaces Available *

20

46) Parking Lot Construction *

☐ Asphalt☒ Concrete

47) Type of Screening *

☐ Fencing☒ Plantings

48) Is employee parking included in "number of spaces available"? *

Yes

No

Signage(Separate Sign Permit Application Needed)

49) Type (Check all that apply) *

☐ Freestanding

☐ Monument

☐ Projecting

☐ Awning/Canopy

☐ Electronic Message

☐ Pylon

☐ Arm/Post

☐ Window

☐ Mobile/Portable or Banner

☒ None

☐ Other

50) If other, what type *

no

51) Location of Signs *

no

Entertainment**52) Is there any type of music in this proposal? ***

Yes (Separate License from Clerk's Office Required)

No

53) Live *

Yes

No

54) When will this be offered to customers *

☐ Monday

☐ Tuesday

☐ Wednesday

☐ Thursday☐ Friday☐ Saturday☐ Sunday☒ None

55) What time(s) will this be offered *

ninguna

Outdoor Lighting

56) Type *

no

57) Location *

no

Utilities

58) Will you be connected to City Water and Sewer *

☒ Yes

No

Item 3.

59) Is there a private well on-site *

Yes

No

60) Types of Refuse Disposal *

Municipal

Private

61) Approval Date by the Department of Natural Resources of the well for proposed use

62) Approval Date by the County Health Department for existing septic system

63) What types of sanitary facilities are to be installed for the proposed operation *

no aplica

64) Surface Water Drainage Facilities (describe or include in site plan) *

Licenses/Permits

65) Is a highway access permit needed from the State, County or local Municipality *

66) Is a cigarette license required? (Separate license from Clerk's office) *

67) Is a liquor license required? (Separate license from Clerk's office) *

68) Did Wisconsin Department of Safety and Professional Services Division of Industry Services approve building plans *

No

Item 3.

69) Permitted Conditional Uses (Please check all that apply) *

☐ Planned Residential Development

☐ First Wireless telecommunications facility located on alternative structure only

☐ Attached townhouse dwellings up to four units per building

☐ Public and semipublic uses

☐ Multifamily dwellings and attached dwellings, over four units (new construction only)

☐ Any building over forty feet

☐ Conversion of existing structures resulting in more dwelling units

☐ Dwelling units with occupancy of six or more unrelated persons

☐ All uses with a drive-in and drive-thru facilities

☐ Automobile repair and service

☐ Taverns and other places selling alcoholic beverages by the drink

☐ Daycare centers, adult, child and doggie

☐ Large Retail and Commercial Service Developments

☐ Motor Freight Transportation

☐ Light manufacturing and retail uses

☐ Home Occupations/Professional Home offices requiring customer access

☒ Bed and Breakfast establishments

☐ Conversion of existing single-family dwellings to two-family attached dwellings

☐ Professional business offices in a building where principal use is residential

☐ Fraternity or sorority houses and group lodging facilities

☐ Planned Development

☐ Conversion of existing units with less than five bedrooms to five or more bedrooms

☐ Entertainment establishments, including clubs but excluding adult entertainment

☐ Automobile and small engine vehicles sales and rental facilities

☐ Car washes

☐ Gasoline service stations, including incidental repair and service

☐ Funeral homes and crematory services

☐ Liquor or tobacco stores

☐ Wholesale trade of durable and nondurable goods

Signatures

By signing below, I certify that the above information is true and accurate account of the information requested for my business site and its operation and use. Should an inspection be required, I agree to all the Inspector(s) reasonable access to the space to verify compliance with the Municipality's Ordinance. In addition, I fully understand that completion of this or its approval does not preclude me from complying with all applicable State Statues or Municipal Ordinances regarding my business and its lawful operations.

70) Applicant's Signature *

rosalio mondragon

71) Date *

25/06/2026 01:40:00 PM

Cost Recovery Certificate and Agreement

Pursuant to Ordinance 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code

The undersigned applicant hereby acknowledges and agrees to be bound by Ordinances 19.74.010 and 16.04.270 of he City of Whitewater Municipal Code, providing for city recovery of all city costs and disbursements incurred directly or indirectly related to the Applicant's request. All costs incurred by the city in the consideration of any requests by the Applicant related to the Applicant's request shall be recoverable, including by not limited to, all professional and technical consultant services and fees retained by the city and rendered in review of any application, including the engineer, planner, attorney, or any other professional or expert hired by the village for purposes of review of the application or pre-submission request. The Applicant agrees to reimburse the City for all costs recoverable pursuant to the terms of the above numbered ordinance within the time period set forth by the City of Whitewater Municipal Code. At no time shall any cost recoverable fees be waived, except through the process of a written request by the Applicant and the Common Council, review and evaluation by the Common Council, and official action taken by the Common Council.

Project Information

72) Project Name *

no aplica

73) Project Location *

no aplica

Applicant Information

74) Name *

no aplica

75) Mailing (Billing) Address *

no

76) Phone *

262-4582303

77) Email Address *

[REDACTED]

Attorney Information

78) Name *

no

79) Phone *

[REDACTED]

80) Email Address *

[REDACTED]

81) Signature of Applicant *

rosalio mondragon

82) Date *

25/06/2026 01:40:00 PM

Note to Applicant:

The City Engineer, Attorney and other City professionals and staff, if requested by the City to review your request, will be billed for their time at an hourly rate which is adjusted from time to time by agreement with the City. Please inquire as to the current hourly rate you can expect from this work. In addition to these rates, you will be asked to reimburse the City for those additional costs set forth in 19.74.10 and 16.04.270 of the Municipal Code.

Rates

City Administration Hourly Rate Shall Not Exceed
Director of Community Development: Mason Becker \$59.53
Director of Public Works: Brad Marquardt \$79.73
Director of Finance: Rachelle Blitch \$72.71
Clerk: Heather Boehm \$43.91
Deputy Clerk: Tiffany Albright \$29.64

Zoning Specialist Llana Dostie \$41.70

City Attorney

Attorney Steven Cheseboro \$89.41

City Engineer

Strand and Associates \$247.63

Primary Contact: Mark Fischer

City Planners and Zoning Administrator

Primary Contact: Allison Schwark \$50.00

Item 3.

83) Site Plan Upload *

IMG_3508.jpeg

84) Landscaping Plan Upload *

IMG_3508.jpeg

85) Lighting Plan Upload *

IMG_3508.jpeg

86) MSDS Sheets *

IMG_3508.jpeg

87) Other Information *

IMG_3508.jpeg

NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

A meeting of the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 10th day of August 2026 at 6:00 p.m. to hold a public hearing for consideration of a Conditional Use Permit for Sale of Alcohol by the Drink located at 1170 W Main Street, Parcel ID #/WUP 00164D for Rosalio Mondragon d/b/a Taqueria la Estrella.

The Conditional Use Permit Proposal is on file in the Community Development Office located at 312 W. Whitewater Street and is open to public inspection during office hours Monday through Friday, 8:00 a.m. to 4:30 p.m.

This meeting is open to the public. COMMENTS FOR, OR AGAINST THE PROPOSED PROJECT MAY BE SUBMITTED IN PERSON OR IN WRITING.

For information, call (262) 473-0540

Llana Dostie, Zoning Specialist

DLK ENTERPRISES INC
PO BOX 239
WHITEWATER, WI 53190-9000

SHABANI INVESTMENTS LLC
11337 E COUNTY ROAD N
WHITEWATER, WI 53190-9000

DLK ENTERPRISES INC
PO BOX 239
WHITEWATER, WI 53190-9000

TALISMAN PROPERTIES LLC
N55W20970 CARTERS CROSSING
MENOMONEE FALLS, WI 53051-5100

HAMZA PROPERTIES LLC
1907 CENTER AVE
JANESVILLE, WI 53546-4600

JOHN K SOTHERLAND
ELIZABETH J KILLIPS-SOTHERLAND
1155 W MAIN ST
WHITEWATER, WI 53190

BAC WHITEWATER LLC
800 SHERMAN AVE
FORT ATKINSON, WI 53538-3800

743 RE VENTURES LLC
15 SPINNING WHEEL RD STE 110
HINSDALE, IL 60521-2100

PHOENIX FIRMS LLC
147 S PRINCE ST
WHITEWATER, WI 53190-9000

CHARGE HOLDINGS LLC
LAKE SQUARE LLC
4701 W SCHROEDER DR, SUITE 112
BROWN DEER, WI 53223-2300

CHARGE HOLDINGS LLC
LAKE SQUARE LLC
4701 W SCHROEDER DR, SUITE 112
BROWN DEER, WI 53223-2300

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4701 W SCHROEDER DR, SUITE 112
BROWN DEER, WI 53223-2300

CHARGE HOLDINGS LLC
LAKE SQUARE LLC
4701 W SCHROEDER DR, SUITE 112
BROWN DEER, WI 53223-2300

MIKE & VIRG DARRAH LLC
1208 S WILLARD
JANESVILLE, WI 53546-9200

WISH ENTERPRISES LLC
1138 W MAIN ST
WHITEWATER, WI 53190

DMS INVESTMENTS CORPORATION
2445 KENMORE LN
THE VILLAGES, FL 32162

CHARGE HOLDINGS LLC
LAKE SQUARE LLC
4701 W SCHROEDER DR, SUITE 112
BROWN DEER, WI 53223-2300

CHARGE HOLDINGS LLC
LAKE SQUARE LLC
4701 W SCHROEDER DR, SUITE 112
BROWN DEER, WI 53223-2300

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BROWN DEER, WI 53223-2300

CHARGE HOLDINGS LLC
LAKE SQUARE LLC
4701 W SCHROEDER DR, SUITE 112
BROWN DEER, WI 53223-2300

CHARGE HOLDINGS LLC
LAKE SQUARE LLC
4701 W SCHROEDER DR, SUITE 112
BROWN DEER, WI 53223-2300

WHITEWATER MANOR INC
150 E GILMAN ST STE 1500
MADISON, WI 53703-0300

WHITEWATER MANOR INC
150 E GILMAN ST STE 1500
MADISON, WI 53703-0300

LMK MEADOWVIEW APARTMENTS LLC
PO BOX 4
WHITEWATER, WI 53190-9000

LMK MEADOWVIEW APARTMENTS LLC
PO BOX 4
WHITEWATER, WI 53190-9000

LMK MEADOWVIEW APARTMENTS LLC
PO BOX 4
WHITEWATER, WI 53190-9000

K&A DREAMS LLC
409 S 4TH ST E
FORT ATKINSON, WI 53538-3800

LMK MEADOWVIEW APARTMENTS LLC
PO BOX 4
WHITEWATER, WI 53190-9000

LMK MEADOWVIEW APARTMENTS LLC
PO BOX 4
WHITEWATER, WI 53190-9000

LMK MEADOWVIEW APARTMENTS LLC
PO BOX 4
WHITEWATER, WI 53190-9000

WHITEWATER TEKE ASSN
C/O JOE PYZYK
4565 SHAGBARK LN
BROOKFIELD, WI 53005

ALONSO PROPERTIES LLC
2503 PLEASANT VIEW RD
MIDDLETON, WI 53562-6200

STEMOTHER LLC
PO BOX 239
WHITEWATER, WI 53190

IIP2 LLC
N8634 NORTH ISLAND VIEW DR
NEW LISBON, WI 53950-5000

ALEX BUTKE
MARGARET STANKOWSKI
1222 W SALISBURY LN
WHITEWATER, WI 53190-9000

CALVIN K CHAN
1212 W SALISBURY LN
WHITEWATER, WI 53190-9000

CHASE J KINCAID
W1343 S SHORE DR
PALMYRA, WI 53156-5600

DINA CHRISTON
KONSTANINA CHRISTON (AKA)
442 BUCKINGHAM BLVD
WHITEWATER, WI 53190

LSM WHITEWATER LLC
1633 W MAIN ST
SUN PRAIRIE, WI 53590-9000

K&A DREAMS LLC
409 S 4TH ST E
FORT ATKINSON, WI 53538-3800

STANLEY J ANDERSON TRUST
12374 LAKESIDE AVE
LAKESIDE, CA 92040-4000

REYNOLDS RENTALS LLC
12240 E BRADLEY RD
WHITEWATER, WI 53190-9000

DLK ENTERPRISES INC
144 N TRATT ST
WHITEWATER, WI 53190-9000

DLK ENTERPRISES INC
PO BOX 239
WHITEWATER, WI 53190

PH WHITEWATER LLC
6737 W WASHINGTON ST STE 3440
WEST ALLIS, WI 53214-5000

PH WHITEWATER LLC
6737 W WASHINGTON ST STE 3440
WEST ALLIS, WI 53214-5000

WHITEWATER PROFESSIONAL CENTER
C/O THOMAS ROWLEY
13223 E L J TOWNLINE RD
WHITEWATER, WI 53190-9000

WHITEWATER PROFESSIONAL CENTER
C/O THOMAS ROWLEY
13223 E L J TOWNLINE RD
WHITEWATER, WI 53190-9000

TALISMAN PROPERTIES LLC
N55W20970 CARTERS CROSSING
MENOMONEE FALLS, WI 53051-5100

DLK ENTERPRISES INC
120 N FRATERNITY LN
WHITEWATER, WI 53190-9000

MARC DINNEL TRUST
TRACY DINNEL TRUST
3408 BOND PL
JANESVILLE, WI 53548-4800

STEVE HORVATIN
N2591 WENHAM RD
FORT ATKINSON, WI 53538-3800

ST PATRICKS CONGREGATION
1225 W MAIN ST
WHITEWATER, WI 53190-9000

ST PATRICKS CONGREGATION
1225 W MAIN ST
WHITEWATER, WI 53190

MAIN 1185 LLC
694 S WELLS ST
LAKE GENEVA, WI 53147-4700

JESUS MANRIQUEZ
MARIA D MANRIQUEZ
201 S MAPLE LN
WHITEWATER, WI 53190-9000

Legal Landscape



WALWORTH COUNTY, WISCONSIN



0 70 140 280 420 560 700
Feet
1:4,195

Grid North
Geoidal North

Author:

Map Produced on: 6/25/2026

Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011

**Walworth County Information Technology Department
Land Information Division**

1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.



WALWORTH COUNTY
Est. 1839
WISCONSIN

37

0 70 140 280 420 560 700 Feet

Map Produced on: 6/25/2026

**Walworth County Information Technology Department
Land Information Division**

1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.

M E M O R A N D U M

To: City of Whitewater Plan and Architectural Review

Commission

From: Allison Schwark, Zoning Administrator

Date: August 10, 2026

Re: Certified Survey Map

Summary of Request	
Requested Approvals:	2 Lot Certified Survey Map (CSM)
Location:	Vacant Lot on South St (/A373900003)
Current Land Use:	Single Family Residential
Proposed Land Use:	Single Family Residential
Current Zoning:	R-1 One Family Residence
Proposed Zoning:	N/A
Future Land Use:	Single Family Residence

Application Summary

The applicant is requesting a lot division by Certified Survey Map within parcel /A373900003, located on South St. This parcel is currently 1.218 Acres. The division would result in the creation of two lots, lot 1, and lot 2, which would be .60 & .61 acres, respectively. These parcels would remain zoned R-1, with a single-family land use designation. Applicant is requesting this division for the construction of two single family homes. The proposed CSM appears to be in full compliance with both lot area and width requirements as well as all other provisions of the municipal ordinance.

Planner's Recommendations

- 1) Staff recommend that the Plan Commission **APPROVE** the Certified Survey Map as it meets all requirements of the zoning district in which it is located, as well as all land division requirements.



City Of Whitewater

Subdivision/Land Split Application/Certified Survey/Extra Territorial CSM

63 Questions

Information

Subdivision/Land Split Application Checklist (please read)

Applicant

1. Fill out Planning Request Form, Subdivision Form, and Plan of Operation Form. A digital copy of all submittal material:
 - a. Any other materials
2. Application shall include the following Plan requirements:
 - a. All plans shall be drawn to scale and show all sides of the proposed building
 - b. All plans will exhibit property exterior building materials and colors to be used
 - c. All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks
 - d. Building elevations must include the lot on which the structure is to be built and the street(s) adjacent to the lot
3. Submit fee to the City of Whitewater using the payment link
<https://www.paymentservicenetwork.com/PaymentPage.aspx?acc=RT28287>

City Building Inspector/Zoning Administrator

1. Review application for accuracy and all required information
2. Staff will review information for conformance to Ordinances
3. Engineer will review Stormwater and Erosion Control Plans
4. Landscape Plan will be reviewed by Urban Forestry

5. When application is complete and approved by all Staff it will then be forwarded to Plan Commission

Process

1. Plan Commission considers applicant's review is presented by Zoning Administrator, at the first initial appearance. If Plan Commission recommends changes and/or revisions, then the applicant must revise site plan, otherwise the matter is forwarded as is for the second appearance for approval/denial of the final site plan

NOTE: Plan Commission normally meets the second Monday of each month at 6:00 p.m. If a public hearing is required it will be scheduled at the beginning of the Plan Commission meeting.

Llana Dostie, Zoning Specialist

262-473-0144

Email Llana Dostie

Allison Schwark, Municipal Code Enforcement

262-249-6701

Email Allison Schwark

1) CSM

26322 CSM Binder 07-08-2026.pdf

2) Preliminary Plat

3) Final Plat

26322 CSM Binder 07-08-2026.pdf

4) Other Information

5) Project Tax Key # *

6) Project Address *

North side of W. South Street, east of 1130 W. South St.

7) Project Title (if any)

NA

Applicant, Agent & Property Owner Information

8) Applicant's Name *

US Shelter Homes I LLC

9) Applicant's Company *

[REDACTED]

10) Address *

[REDACTED]

11) City *

[REDACTED]

12) State *



13) Zip Code *

[REDACTED]

14) Phone Number *

[REDACTED]

15) Email Address *

[REDACTED]

16) Agent Name

Michael J. Martin

17) Agent Company

[REDACTED]

18) Address

[REDACTED]

19) City

[REDACTED]

20) State

21) Zip Code

[REDACTED]

22) Phone Number

[REDACTED]

23) Email Address

[REDACTED]

24) Owner, if different from applicant

Danny & Caren Reynolds

25) Address

[REDACTED]

26) City

[REDACTED]

27) State

[REDACTED]

28) Zip Code

29) Phone Number

30) Email Address

31) Planning Request (Check all that apply) *

☐ Site Plan and Architectural Review \$150.00 plus \$0.05 per sq. ft (Floor Area)

☐ Conditional Use Permit \$275.00

☐ Rezone/Land Use Amendment \$400.00

☐ Preliminary Plat \$175.00

☐ Final Plat \$225.00

☒ Certified Survey Map \$200.00 plus \$10.00 per lot

☐ Project Concept Review \$150.00

☐ Joint Conditional Use & Certified Survey Map \$500.00 plus \$10.00 per lot

☐ Joint Rezoning & Certified Survey Map \$500.00 plus \$10.00 per lot

☐ Joint Site Plan & Conditional Use \$350.00 plus \$0.05 per sq. ft (Floor Area)

☐ Board of Zoning Appeals \$300.00

Item 4.

32) Will translation services be needed during the Plan Board meeting? *

Yes

No

33) If Yes, please specify the language required.

Subdivision/Land Split Application & Certified Survey Application

34) Project Tax Parcel #: *

/A373900003

35) Project Address *

North side of W. South Street, east of 1130 W. South St.

36) Project Title (if any)

37) Proposed Land Use *

Two new owner occupied single family homes with attached garages and basements, site built not modular

Item 4.

38) Gross Site Area *

1.218 Acres

39) Proposed Number of Lots *

Two Lots, both single family, approximately 26,000 Sq Feet + acres each

40) Current Number of Lots *

1

41) Applicant's Signature *

J. Sorenson

PROJECT INFORMATION

42) PROJECT LOCATION *

West South St.

Signatures

By signing below, I certify that the above information is true and accurate account of the information requested for my business site and its operation and use. Should an inspection be required, I agree to all the Inspector(s) reasonable access to the space to verify compliance with the Municipality's Ordinance. In addition, I fully understand that completion of this or its approval does not preclude me from complying with all applicable State

43) Date *

7/8/2026

44) PROJECT NAME *

W. South St lot split

Cost Recovery Certificate and Agreement

Pursuant to Ordinance 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code

The undersigned applicant hereby acknowledges and agrees to be bound by Ordinances 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code, providing for city recovery of all city costs and disbursements incurred directly or indirectly related to the Applicant's request. All costs incurred by the city in the consideration of any requests by the Applicant related to the Applicant's request shall be recoverable, including but not limited to, all professional and technical consultant services and fees retained by the city and rendered in review of any application, including the engineer, planner, attorney, or any other professional or expert hired by the village for purposes of review of the application or pre-submission request. The Applicant agrees to reimburse the City for all costs recoverable pursuant to the terms of the above numbered ordinance within the time period set forth by the City of Whitewater Municipal Code. At no time shall any cost recoverable fees be waived, except through the process of a written request by the Applicant and the Common Council, review and evaluation by the Common Council, and official action taken by the Common Council.

45) PHONE *

██████████

46) MAILING (BILLING) ADDRESS *

██████████

47) EMAIL ADDRESS *

[REDACTED]

48) NAME *

US Shelter Homes I LLC

APPLICANT INFORMATION**49) EMAIL ADDRESS**

[REDACTED]

50) NAME

51) SIGNATURE OF APPLICANT *

John Sorenson

ATTORNEY INFORMATION**52) DATE ***

08/07/2026 12:00:00 AM

53) PHONE

Note

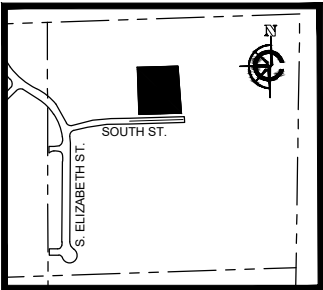
Note to Applicant: The City Engineer, Attorney and other City professionals and staff, if requested by the City to review your request, will be billed for their time at an hourly rate which is adjusted from time to time by agreement with the City. Please inquire as to the current hourly rate you can expect from this work. In addition to these rates, you will be asked to reimburse the City for those additional costs set forth in 19.74.10 and 16.04.270 of the Municipal Code.

RATES

City Administration Hourly Rate Shall Not Exceed
 Director of Community Development: Mason Becker \$59.53
 Director of Public Works: Brad Marquardt \$79.73
 Director of Finance: Rachelle Blitch \$72.71
 Clerk: Heather Boehm \$43.91
 Deputy Clerk: Tiffany Albright \$29.64
 Zoning Specialist Llana Dostie \$41.70
 Building Inspection Services
 Building Inspector Commercial: Joe Mesler \$80.00
 Building Inspector Residential: Jon Mesler \$80.00
 City Attorney
 Attorney Steven Cheseboro \$89.41
 City Engineer
 Strand and Associates \$247.63
 Primary Contact: Mark Fischer
 City Planners and Zoning Administrator
 Primary Contact: Allison Schwark \$50.00

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 3, CERTIFIED SURVEY MAP NO. 3739, LOCATED IN THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 15
EAST, IN THE CITY OF WHITEWATER, COUNTY OF WALWORTH, STATE OF WISCONSIN



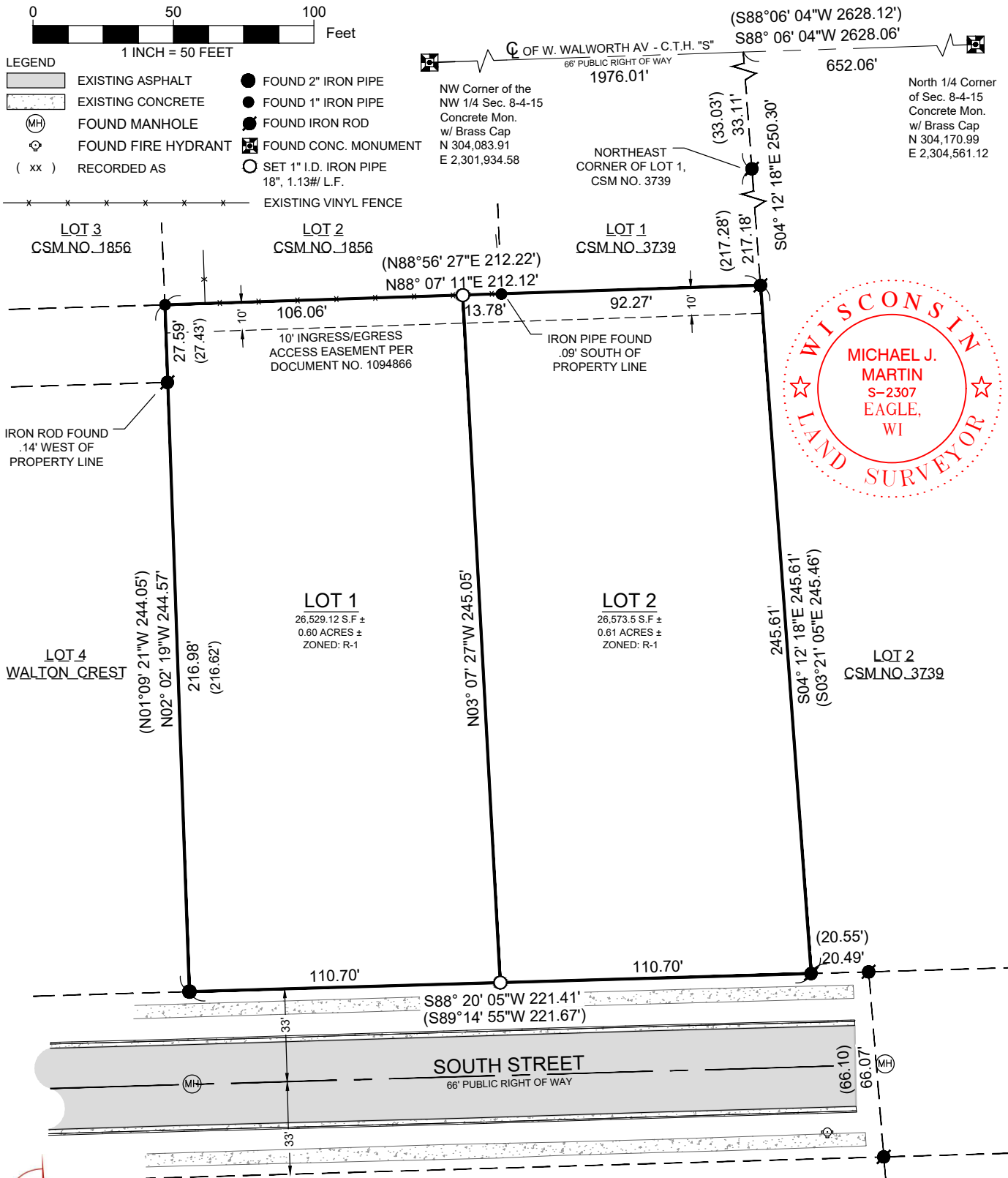
NE 1/4 OF THE NW 1/4 SEC. 8-4-15
SCALE: 1" = 1000'

OWNERS/SUBDIVIDERS:
DANNY R. AND CAREN R. REYNOLDS
12240 E BRADLEY RD
WHITEWATER, WI 53190

SURVEYOR:
MICHAEL J. MARTIN
CARDINAL ENGINEERING LLC
526 SOUTH WELLS STREET
LAKE GENEVA, WI 53147
262-757-8776



BASIS OF BEARING:
ALL BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE
PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD-83 (2011). THE
NORTHERLY LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP
4 NORTH, RANGE 15 EAST IS ASSUMED TO BEAR S88°06' 04"W.



CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 3, CERTIFIED SURVEY MAP NO. 3739, LOCATED IN THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 15
EAST, IN THE CITY OF WHITEWATER, COUNTY OF WALWORTH, STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE:

BEING A REDIVISION OF LOT 3, CERTIFIED SURVEY MAP NO. 3739, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 4
NORTH, RANGE 15 EAST, IN THE CITY OF WHITEWATER, COUNTY OF WALWORTH, STATE OF WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 8; THENCE SOUTH 88° 06' 04" WEST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID
SECTION 8, A DISTANCE OF 652.06 FEET; THENCE, SOUTH 04° 12' 18" EAST, 250.30 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP
NO. 3739 AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE, CONTINUING SOUTH 04° 12' 18" EAST, 245.61FEET, TO THE NORTH
RIGHT-OF-WAY LINE OF SOUTH ST; THENCE SOUTH 88° 20' 05" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 221.42 FEET, THENCE, NORTH 02° 02' 19"
WEST, 244.57 FEET, TO THE SOUTHWEST CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NO. 1856; THENCE NORTH 88° 07' 11" EAST, 212.12 FEET
TO THE POINT OF BEGINNING. SAID DESCRIPTION CONTAINING 53,102.62 SQUARE FEET (1.21 ACRES), MORE OR LESS. SAID CERTIFIED SURVEY MAP NO.
3736 BEING A MAP DULY RECORDED OCTOBER 6, 2004, AT THE OFFICE OF THE REGISTER OF DEEDS FOR WALWORTH COUNTY, IN VOLUME 22, PAGES 227
THROUGH 229, INCLUSIVE, AND AS DOCUMENT NO. 619159. SAID CERTIFIED SURVEY MAP NO. 1856, BEING A MAP DULY RECORDED SEPTEMBER 11, 1989,
AT THE OFFICE OF THE REGISTER OF DEEDS FOR WALWORTH COUNTY, IN VOLUME 9, ON PAGE 6, AND AS DOCUMENT NO. 183257.

I CERTIFY THAT I HAVE MADE SAID MAP BY THE DIRECTION OF DANNY R. REYNOLDS AND CAREN R. REYNOLDS, OWNERS OF SAID LAND AND THAT SUCH
MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF.

I FURTHER CERTIFY THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATE STATUTES, CHAPTER A-E7 OF
THE WISCONSIN ADMINISTRATIVE CODE, AND TITLE 18 – LAND DIVISION AND SUBDIVISION OF THE CITY OF WHITEWATER MUNICIPAL CODE IN SURVEYING,
DIVIDING, AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 2026

MICHAEL J MARTIN,
PROFESSIONAL LAND SURVEYOR #2307

OWNER'S CERTIFICATE

AS OWNERS, DANNY R. REYNOLDS AND CAREN R. REYNOLDS, HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED HEREIN TO BE SURVEYED,
DIVIDED, AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

AS OWNERS OF SAID LAND, WE FURTHER CERTIFY THAT THIS MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL:

1) CITY OF WHITEWATER

WITNESS THE HAND AND SEAL OF SAID OWNERS THIS _____ DAY OF _____, 2026

DANNY R. REYNOLDS
OWNER

CAREN R. REYNOLDS
OWNER

STATE OF _____) ss
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2026
THE ABOVE NAMES DANNY R. REYNOLDS, AND CAREN R. REYNOLDS, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT
AND ACKNOWLEDGED THE SAME.

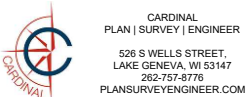
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF CITY OF WHITEWATER APPROVAL:

RESOLVED, THAT THIS CERTIFIED SURVEY MAP, IN THE CITY OF WHITEWATER, WISCONSIN,
IS HEREBY APPROVED BY THE PLAN AND ARCHITECTURAL REVIEW COMMISSION ON THIS _____ DAY OF _____, 2026

HEATHER BOEHM
CITY CLERK



Instrument drafted by Michael J. Martin, P.L.S.#2307

SHEET 2 OF 2
DATE 07 / 06 / 2026
JOB No. 26322



Plan and Architectural Review Commission

Meeting Date:	August 10, 2026
Agenda Item:	Offer to Purchase City-owned Lot 2 "Hospital Hill" on Starin Rd
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov , 262.443.4458

BACKGROUND

(Enter the who, what when, where, why)

The City received an Offer to Purchase the property located on the southern portion of the "Hospital Hill" property along Starin Road on July 14, 2026 from Kevin Kern, a local resident. The buyer wishes to develop residential housing on the property. The preliminary site plan submitted shows a plan to construct 13 new homes. It is likely that following discussions with City staff, this plan will need to be revised somewhat to account for utilities access and stormwater management, which may reduce the total number of homes built.

The "Hospital Hill" property was donated to the City many years ago, with the intention of seeing a public hospital built on the property. In 1989 it was determined this was unlikely, and a court order document stated that income from the property could be used to benefit the City of Whitewater's Rescue Squad for purposes of purchasing lifesaving equipment and education. When the E Starin Rd extension was constructed, the property was divided into two parcels.

Revenue from sale of this property would go to the City's Fire and EMS Department, restricted for the purposes of purchasing technologically advanced equipment for lifesaving purposes, and secondly, for the purpose of education, both of the department personnel and the Whitewater citizenry regarding health purposes.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- N/A

FINANCIAL IMPACT

(If none, state N/A)

- This property has been owned by the City for many years and has been tax-exempt. The net proceeds of the sale will benefit the City's Fire and EMS Department, and development of residential housing on the property will be a positive economic benefit to the City and other taxing jurisdictions.

STAFF RECOMMENDATION

- Staff recommend that the PARC recommend to Common Council acceptance of the Offer to Purchase, subject to a mutually agreed upon Development Agreement
- The PARC would review a full Site Plan submittal in the future, and a Development Agreement would be reviewed by the Common Council at a later date

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Offer to Purchase received from Anderson Commercial Group
- Preliminary site concept plan

Approved by the Wisconsin Real Estate Examining Board
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

Anderson Commercial Group, LLC

Page 1 of 12, WB-13

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON July 14, 2026 [DATE] IS (AGENT OF BUYER)
 2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**
 3 The Buyer, Kevin Kern and/or assigns
 4 offers to purchase the Property known as Tax Key /A514100002 Lot 2 on Starin Rd
 5
 6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
 7 as an addendum per line 682] in the City of Whitewater, County
 8 of Walworth, Wisconsin, on the following terms:
 9 **PURCHASE PRICE** The purchase price is Two Hundred Thirty Thousand
 10 Dollars (\$ 230,000.00).
 11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
 12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____
 13
 14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
 15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**
 16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
 17 lines 12-13) and the following: Seller's/Tenant's personal possessions
 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 August 20, 2026.
 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 _____ within 15 days of waiver/satisfaction
 37 _____ of all contingencies
 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 \$ 5,000.00 will be mailed, or commercially, electronically
 48 or personally delivered within 7 days ("5" if left blank) after acceptance.
 49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
 50 Knight Barry Title Company, Attn: Ellen Weber) **STRIKE THOSE NOT APPLICABLE**
 51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
 52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
 53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
 54 **disbursement agreement.**
 55 ☒ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

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

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

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

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

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

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

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

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
 245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
 246 lines 256-281 shall be deemed satisfied unless Buyer, within 60 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: Construct 6 duplex townhouses and 1
 252 four family town house along Starin Road; 6 single family homes in culdasc off of Cherry
 253 Street. [insert proposed use

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

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

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

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

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

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

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

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;
 278 ☐ water _____; ☐ telephone _____; ☐ cable _____;
 279 ☐ other _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

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sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

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

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

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

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

(1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

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

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price. This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

- (1) Seller does not have the right to cure; or
- (2) Seller has the right to cure but:
 - (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

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

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

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

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

(3) Any of the following checked below:

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

Other: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

488 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

537 _____
 538 _____ . Insert additional terms, if any, at lines 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

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545 registered mail or make regular deliveries on that day.

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

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

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

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

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

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
 560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
 591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of
 592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
 593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Anderson Commercial Group, LLC

Addendum A

- 1) This transfer involves a municipality which is exempt from the Real Estate Transfer Fee under Wis. Stat. Sec. 77.25 as a subdivision of the state of Wisconsin.
- 2) Reference lines 94-100: "The City is exempt from having to provide the vacant land disclosure report. The obligation to provide it arises from Wis. Stat. Sec. 709.01, which requires owners transferring real property to complete the disclosure report unless they are exempt from the real estate transfer fee under Wis. Stat. Sec. 77.25. The City qualifies for exemption from the fee under Wis. Stat. Sec. 77.25(2) as a subdivision of the state of Wisconsin." is hereby inserted.
- 3) Reference line 666: "John Weidl, Mason Becker/City of Whitewater; Kristen Parks, Patrick McGlinn/ ACG, LLC" is hereby inserted.
- 4) Contingency Clause. This Agreement, and all rights, obligations, and duties arising hereunder, shall be expressly contingent upon the approval of the Common Council of City of Whitewater, Wisconsin (the "Common Council"). No party shall have any legal obligation of any kind with respect to the proposed transaction unless and until the Common Council has granted its final approval of this Agreement in its entirety through a duly passed resolution or ordinance in accordance with applicable Wisconsin municipal law.
- 5) Governmental/Developers Agreement//Zoning Approvals: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining all necessary municipal consents and approvals for the Project from all applicable governmental entities that have jurisdiction over the property including, but not limited to, rezoning the property, entering into an acceptable developers agreement and obtaining required governmental or municipal approvals within sixty (60) days from acceptance of this Offer to Purchase. All approvals shall be subject only to conditions, covenants and agreements that are acceptable to Buyer in Buyer's sole discretion. In the event Buyer is dissatisfied with the results of such governmental/zoning approvals for any reason whatsoever, Buyer may terminate this Offer by delivering written notice of termination to Seller at any time during the Review Period. If Buyer so terminates this Offer during the Review Period, Seller shall promptly return all earnest money to Buyer.



Plan and Architectural Review Commission

Meeting Date:	August 10, 2026
Agenda Item:	Memo re Offer to Purchase Lot 7B in Business Park
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov , 262.443.4458

BACKGROUND

(Enter the who, what when, where, why)

The City recently received through Anderson Commercial Group an Offer to Purchase Lot 7B, an approximately 11.4 acres parcel in the Business Park from Kevin's Investments LLC, doing business as K.A. Graf & Sons. This parcel is located immediately south and west of the existing East West Wisconsin business along N Prospect Dr.

The buyer is relocating their operations from another nearby community and seeks to purchase the property to build an approximately 12,000 sq ft new construction building for an earth moving and excavation business. The project would include bringing a small number of jobs to the City of Whitewater.

Note that this parcel had been part of a larger parcel, including a larger acreage to the south of Generac, recently divided by Certified Survey Map.

Staff believe this project fits within the intent of the Business Park and complements nearby businesses and trades within the area.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- N/A

FINANCIAL IMPACT

(If none, state N/A)

- The buyer is offering to pay \$10,000 per acre, and is not seeking any additional financial incentives from the City for this project
- Development of this property will bring it back on the tax rolls, and this project will be a positive economic contribution to TID #10 and the Business Park, as well as the City.

STAFF RECOMMENDATION

- Staff recommend that the PARC recommend approval of the Offer to Purchase to the Common Council.
- A future Site Plan would be reviewed by the PARC, and a mutually agreed upon Development Agreement will be reviewed by the CDA and Common Council at a later date.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Offer to Purchase from Anderson Commercial Group

Approved by the Wisconsin Real Estate Examining Board
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

Anderson Commercial Group, LLC
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WB-13 VACANT LAND OFFER TO PURCHASE

- 1 LICENSEE DRAFTING THIS OFFER ON July 20, 2026 [DATE] IS (AGENT OF BUYER)
- 2 (AGENT OF SELLER/LISTING FIRM) (~~AGENT OF BUYER AND SELLER~~) **[STRIKE THOSE NOT APPLICABLE]**
- 3 The Buyer, Kevin's Investments, LLC and/or assigns _____
- 4 offers to purchase the Property known as +/- 11.41 acres of Lot 2
- 5 TK#29205153432000; See Exhibit A
- 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 Whitewater, County
- 8 of Walworth Wisconsin, on the following terms:
- 9 **[PURCHASE PRICE]** The purchase price is _____
- 10 _____ Dollars (\$ 10,000/acre).
- 11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date
- 12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____
- 13 _____
- 14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
- 15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**
- 16 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at
- 17 lines 12-13) and the following: Seller's/Tenant's personal possessions
- 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 August 21, 2026
- 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 within 15 days of waiver/satisfaction
- 37 of all contingencies
- 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 \$ 5,000.00 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
- 50 Knight Barry Title Company; Attn: Ellen Weber) **[STRIKE THOSE NOT APPLICABLE]**
- 51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
- 52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
- 53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
- 54 **disbursement agreement.**
- 55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

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

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, 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 transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
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.

Property Address: +/- 11.41 acres of Lot 2, Whitewater, WI 53190

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

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

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a

181 lease agreement or an extension of credit from an electric cooperative.

182 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance

183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,

184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation

185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,

186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with

187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This

188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice

189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or

190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**

192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**

193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**

194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)

196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive

197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders

198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the

199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the

200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL

201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan

202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,

203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program

204 and may result in the assessment of penalties. For more information call the local DNR forester or visit

205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that

207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural

208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.

209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's

210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such

212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the

213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or

214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.

216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant

217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as

218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.

219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service

220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with

222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000

223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards

224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that

225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must

226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.

227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland

228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares

230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**

232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,

234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely

235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning

236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses

237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,

238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental

239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the

240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain

241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

Property Address: +/- 11.41 acres of Lot 2, Whitewater, WI 53190

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

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 45 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: Warehouse and office Building
252 approximately 80X1200 9600/sf s including approximately 40x50 office for excavation and
253 trucking company. [insert proposed use

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

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

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

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

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

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

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

276 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;
277 ☐ water _____; ☐ telephone _____; ☐ cable _____;
278 ☐ other _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

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

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

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

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

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

(1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

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

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

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

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

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

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

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

(3) Any of the following checked below:

☐ Proof of bridge loan financing.

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

Other: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

488 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

537 _____
 538 _____ . Insert additional terms, if any, at lines 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

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545 registered mail or make regular deliveries on that day.

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

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

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

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

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

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
 560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
 591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of
 592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
 593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

656 _____
657 _____
658 _____
659 _____
660 _____

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

Property Address: +/- 11.41 acres of Lot 2, Whitewater, WI 53190

Page 12 of 12

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

666 Name of Seller's recipient for delivery, if any: See Addendum A

667 Name of Buyer's recipient for delivery, if any: Kevin Graf/Kevin's Investments, LLC

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

669 Seller: () Buyer: ()

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

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

675 Address for Seller: 312 W Whitewater St, Whitewater, WI 53190

676 Address for Buyer: N3151 Buena Vista Road Fort Atkinson WI 53538

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

678 Email Address for Seller: mbecker@whitewater-wi.gov; kparks@acgwi.com; pmcglinn@acgwi.com

679 Email Address for Buyer: graftuckingllc@gmail.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 Addendum A; Exhibit A is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Sheila Sobczak / Anderson Commercial Group, LLC

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.

Signed by:

696 ☒ Kevin Graf

697 Buyer's Signature ▲ Print Name Here ► Kevin's Investments, LLC and/or assigns

7/20/2026

Date ▲

698 (x)

699 Buyer's Signature ▲ Print Name Here ►

Date ▲

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

704 (x)

705 Seller's Signature ▲ Print Name Here ► City of Whitewater and/or assigns

Date ▲

706 (x)

707 Seller's Signature ▲ Print Name Here ►

Date ▲

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

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

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____

711 Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲

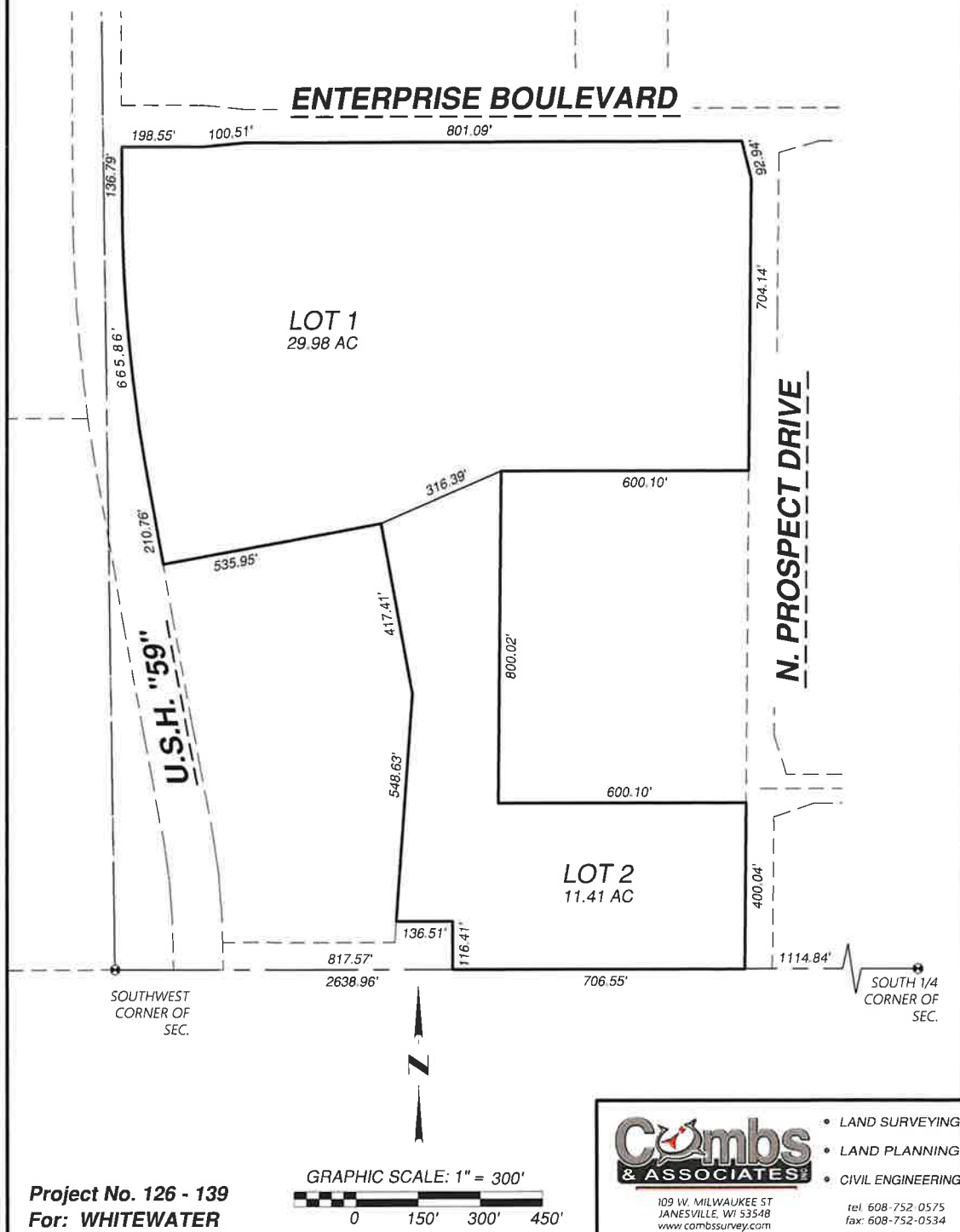
Anderson Commercial Group, LLC

Addendum A

- 1) This transfer involves a municipality which is exempt from the Real Estate Transfer Fee under Wis. Stat. Sec. 77.25 as a subdivision of the state of Wisconsin.
- 2) Reference lines 94-100: "The City is exempt from having to provide the vacant land disclosure report. The obligation to provide it arises from Wis. Stat. Sec. 709.01, which requires owners transferring real property to complete the disclosure report unless they are exempt from the real estate transfer fee under Wis. Stat. Sec. 77.25. The City qualifies for exemption from the fee under Wis. Stat. Sec. 77.25(2) as a subdivision of the state of Wisconsin." is hereby inserted.
- 3) Reference line 666: "John Weidl, Mason Becker/City of Whitewater; Kristen Parks, Patrick McGlinn/ ACG, LLC" is hereby inserted.
- 4) Contingency Clause. This Agreement, and all rights, obligations, and duties arising hereunder, shall be expressly contingent upon the approval of the Common Council of City of Whitewater, Wisconsin (the "Common Council"). No party shall have any legal obligation of any kind with respect to the proposed transaction unless and until the Common Council has granted its final approval of this Agreement in its entirety through a duly passed resolution or ordinance in accordance with applicable Wisconsin municipal law.
- 5) Governmental/Developers Agreement/Zoning Approvals: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining all necessary municipal consents and approvals for the Project from all applicable governmental entities that have jurisdiction over the property including, but not limited to, rezoning the property, entering into an acceptable developers agreement and obtaining required governmental or municipal approvals within forty five (45) days from acceptance of this Offer to Purchase. All approvals shall be subject only to conditions, covenants and agreements that are acceptable to Buyer in Buyer's sole discretion. In the event Buyer is dissatisfied with the results of such governmental/zoning approvals for any reason whatsoever, Buyer may terminate this Offer by delivering written notice of termination to Seller at any time during the Review Period. If Buyer so terminates this Offer during the Review Period, Seller shall promptly return all earnest money to Buyer.
- 6) Seller, at Seller's expense will subdivide parcel known as tax key 292-0515-3432-000, within forty five (45) days from acceptance of this Offer to Purchase, that of which +/- 11.41 acres of the parcel, will be sold to the Buyer.

PRELIMINARY CERTIFIED SURVEY MAP

OF PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 3497 AS
RECORDED IN VOLUME 15 PAGES 286 AND 287 RECORDED AS DOCUMENT
NUMBER 978560 SITUATED IN THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER SECTION 34, T.5N., R.15E., OF THE 4TH PM,
CITY OF WHITEWATER, JEFFERSON COUNTY, WISCONSIN.



M E M O R A N D U M

To: City of Whitewater Plan and Architectural Review Commission

From: Llana Dostie, Zoning Specialist

Date: August 10, 2026

Re: Final Certified Survey Map

Summary of Request	
Requested Approvals:	2 Lot Certified Survey Map (CSM)
Location:	City Owned Vacant Lot end of Universal and Moraine View Park at 1201 Innovation Dr. Parcel #: /WUP 00322
Current Land Use:	Manufacturing & Park Land
Proposed Land Use:	Manufacturing & Park Land
Current Zoning:	M-1 General Manufacturing Use District and I-Institutional
Proposed Zoning:	N/A
Future Land Use:	General Manufacturing Use District and I-Institutional

Application Summary

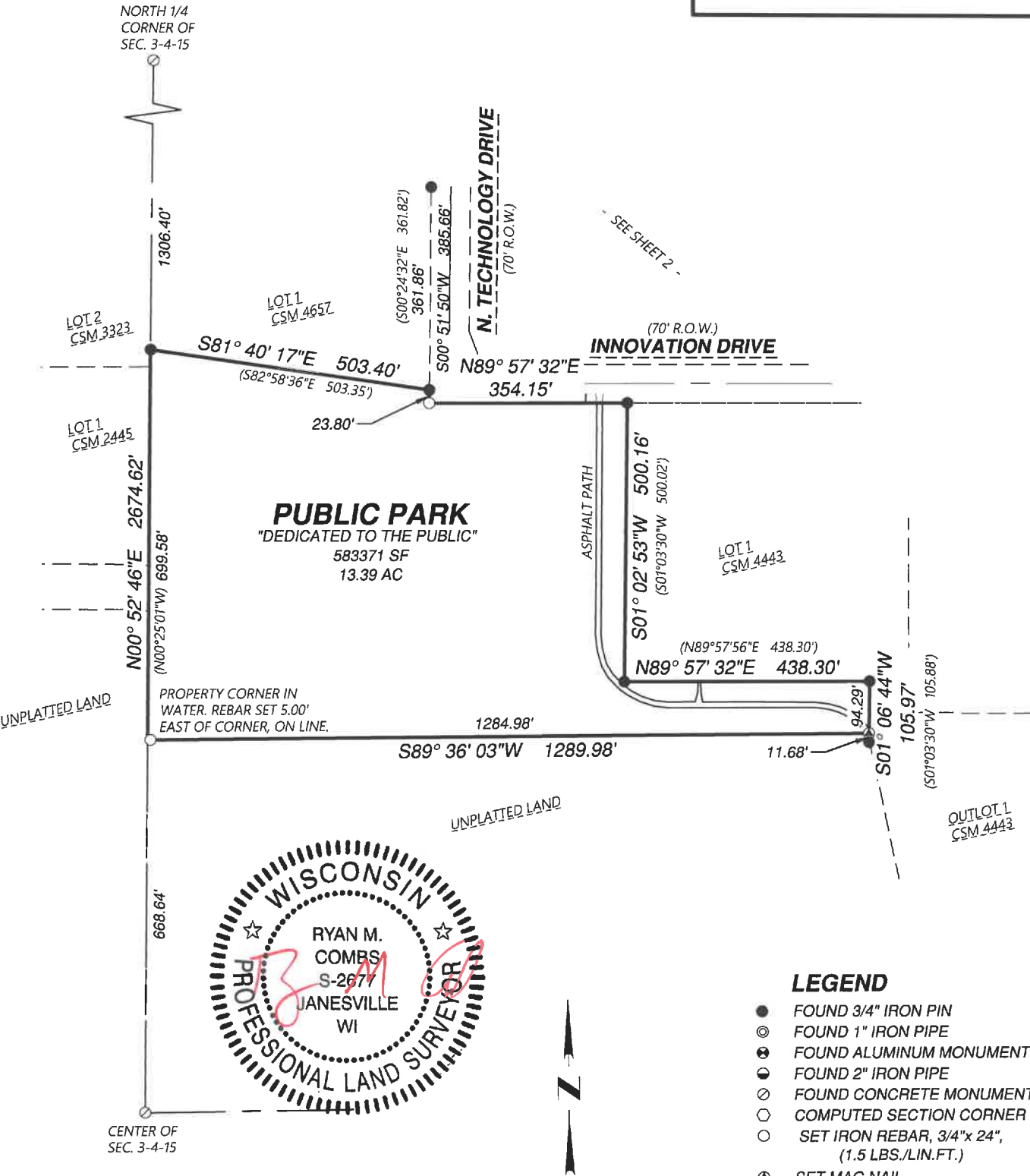
The Plan Commission reviewed and approved the Preliminary Certified Survey Map at its June 8, 2026, meeting. The City is requesting a lot division by Certified Survey Map within parcel /WUP 0 322, located at the end of Universal Drive and at 1201 Innovation Dr. This parcel is currently 35.08 Acres. The division would result in the creation of two lots, lot 1, and lot 2, which would be 20.85 & the Park would be 13.39 acres, respectively. The Park would remain zoned I, with a public use designation. The 20.85 would remain M-1 with a general manufacturing designation. The City is requesting this division for clean and legally compliant lot configurations, establishment of accurate legal descriptions, and ensure that properties can be properly transferred at the time of sale. The proposed CSM appears to be in full compliance with both lot area and width requirements as well as all other provisions of the municipal ordinance.

Planner's Recommendations

- 1) Staff recommend that the Plan Commission **APPROVE** the Final Certified Survey Map as it meets all requirements of the zoning district in which it is located, as well as all land division requirements.

CERTIFIED SURVEY MAP NO. _____

OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER,
PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER,
AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 3, T.4N., R.15E., OF THE 4TH PM,
CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.



NOTES:
FIELDWORK COMPLETED JUNE 29, 2026.

THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND
AGREEMENTS, RECORDED AND UNRECORDED.

BEARINGS BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM,
WALWORTH COUNTY. THE WEST LINE OF THE NORTHEAST QUARTER OF
SEC. 3-4-15 BEARS N00°52'46"E.

DISTANCE UNITS BASED ON THE US SURVEY FOOT.

Project No. 126 - 138
For: CITY OF WHITEWATER

SHEET 1 OF 6



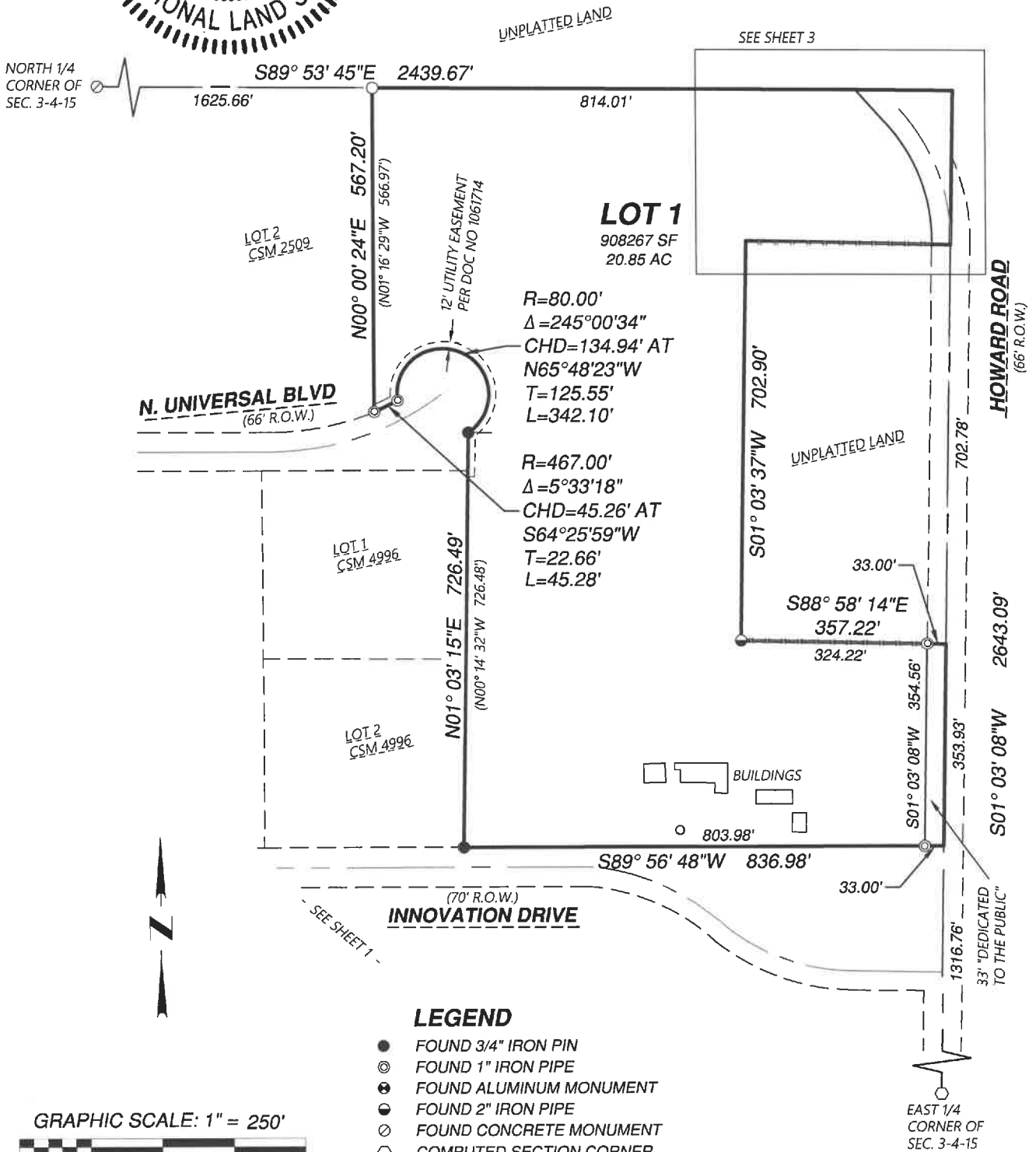
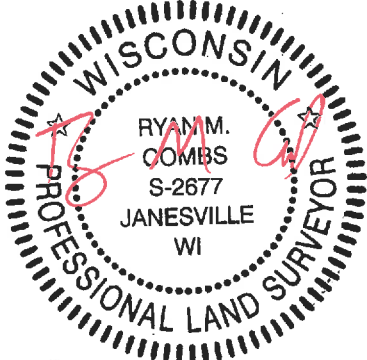
109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combssurvey.com

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

tel: 608-752-0575
fax: 608-752-0534

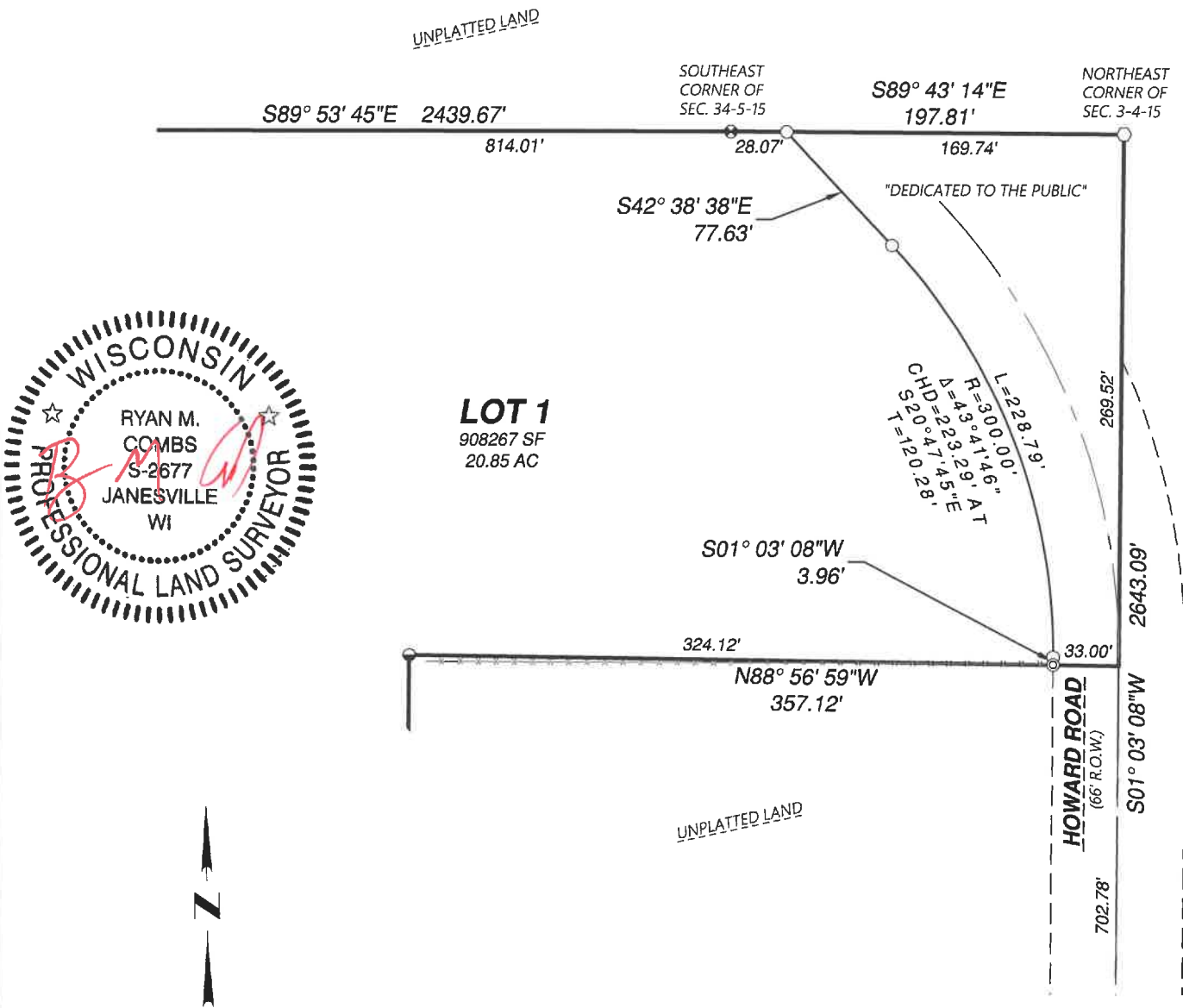
CERTIFIED SURVEY MAP NO. _____

OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER,
PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER,
AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 3, T.4N., R.15E., OF THE 4TH PM,
CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.



CERTIFIED SURVEY MAP NO. _____

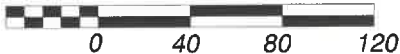
OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER,
PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER,
AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 3, T.4N., R.15E., OF THE 4TH PM,
CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.



LEGEND

- FOUND 3/4" IRON PIN
- ⊙ FOUND 1" IRON PIPE
- ⊙ FOUND ALUMINUM MONUMENT
- FOUND 2" IRON PIPE
- ⊙ FOUND CONCRETE MONUMENT
- COMPUTED SECTION CORNER
- SET IRON REBAR, 3/4"x 24", (1.5 LBS./LIN.FT.)
- ⊙ SET MAG NAIL
- (XXX) RECORD DATA

GRAPHIC SCALE: 1" = 80'



Project No. 126 - 138
For: CITY OF WHITEWATER

SHEET 3 OF 6



109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combsurvey.com

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

tel: 608-752-0575
fax: 608-752-0534

M E M O R A N D U M

To: City of Whitewater Plan and Architectural Review Commission

From: Llana Dostie, Zoning Specialist

Date: August 10, 2026

Re: Final Certified Survey Map

Summary of Request	
Requested Approvals:	2 Lot Certified Survey Map (CSM)
Location:	City Owned Vacant Lot on Enterprise & N Prospect Dr (292-0515-3432-000)
Current Land Use:	Manufacturing
Proposed Land Use:	Manufacturing
Current Zoning:	M-1 General Manufacturing Use District
Proposed Zoning:	N/A
Future Land Use:	General Manufacturing Use District

Application Summary

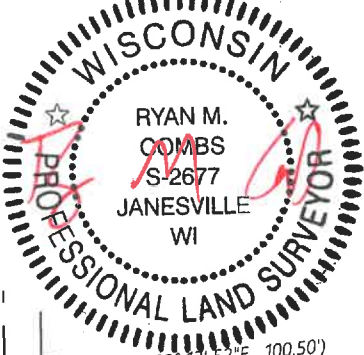
The Plan Commission reviewed and approved the Preliminary Certified Survey Map at its June 8, 2026, meeting. The City is requesting a lot division by Certified Survey Map within parcel 292-0515-3434-000, located on Enterprise and N. Prospect Drive. This parcel is currently 41.47 Acres. The division would result in the creation of two lots, lot 1, and lot 2, which would be 30.01 & 11.42 acres, respectively. These parcels would remain zoned M-1, with a general manufacturing land use designation. The City is requesting this division for clean and legally compliant lot configurations, establishment of accurate legal descriptions, and ensure that properties can be properly transferred at the time of sale. The proposed CSM appears to be in full compliance with both lot area and width requirements as well as all other provisions of the municipal ordinance.

Planner's Recommendations

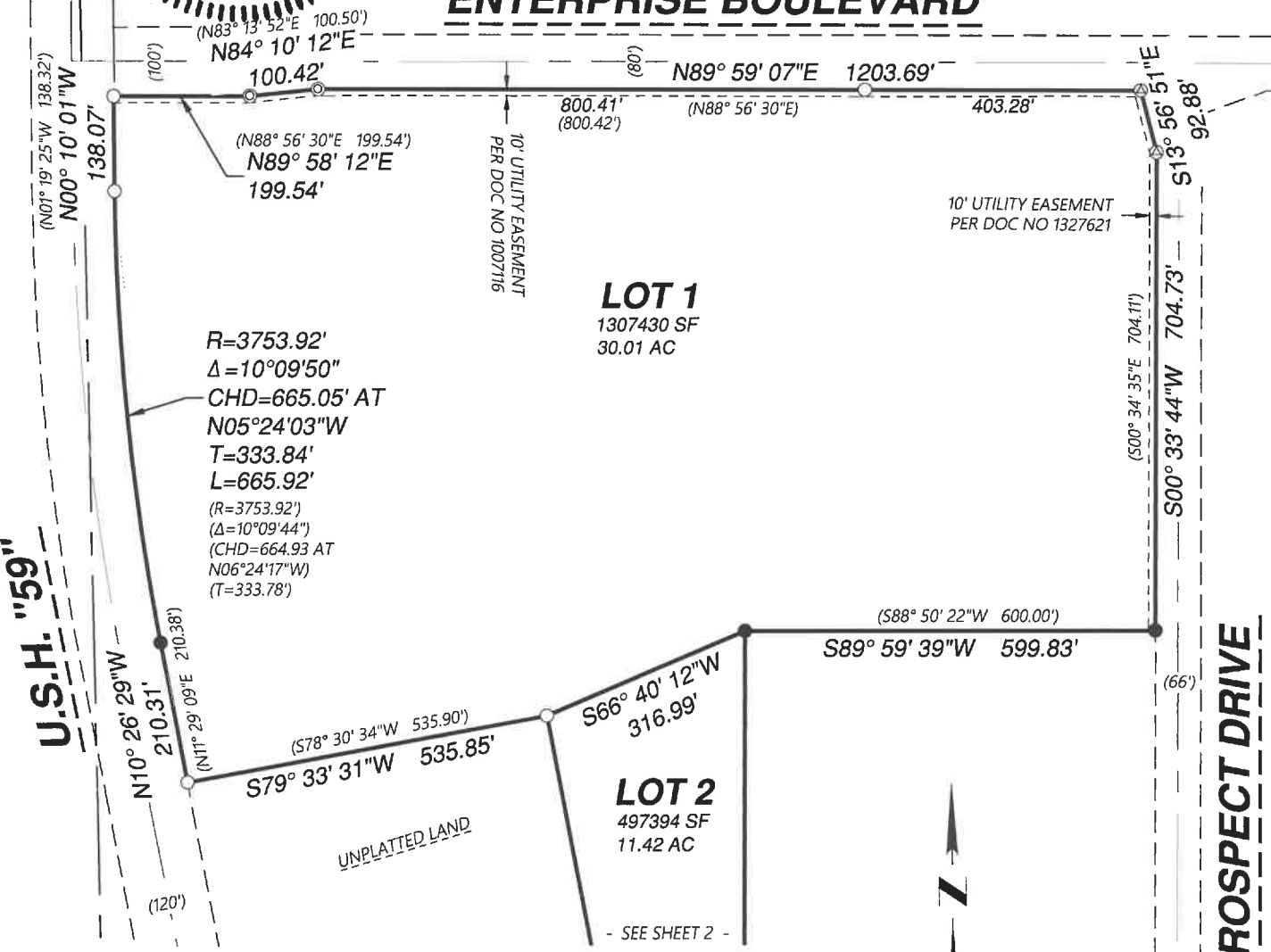
- 1) Staff recommend that the Plan Commission **APPROVE** the Final Certified Survey Map as it meets all requirements of the zoning district in which it is located, as well as all land division requirements.

CERTIFIED SURVEY MAP NO.

PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 3497 AS RECORDED IN VOLUME 15 PAGES 286 AND 287 RECORDED AS DOCUMENT NUMBER 978560 SITUATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, T.5N., R.15E., OF THE 4TH PM, CITY OF WHITEWATER, JEFFERSON COUNTY, WISCONSIN.



ENTERPRISE BOULEVARD



LEGEND

- FOUND 3/4" IRON PIN
- ⊙ FOUND 1" IRON PIPE
- ⊗ FOUND CONCRETE MONUMENT
- ⊕ FOUND SPIKE
- FOUND 1/2" IRON PIN
- SET IRON REBAR, 3/4"x 24", (1.5 LBS./LIN.FT.)
- (XXX) RECORD DATA

NOTES:
FIELDWORK COMPLETED MAY 29, 2026.

THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.

BEARINGS BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, JEFFERSON COUNTY. THE WEST LINE OF N. PROSPECT DRIVE BEARS S00°33'44"W.

DISTANCE UNITS BASED ON THE US SURVEY FOOT.

Project No. 126 - 139
For: CITY OF WHITEWATER



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

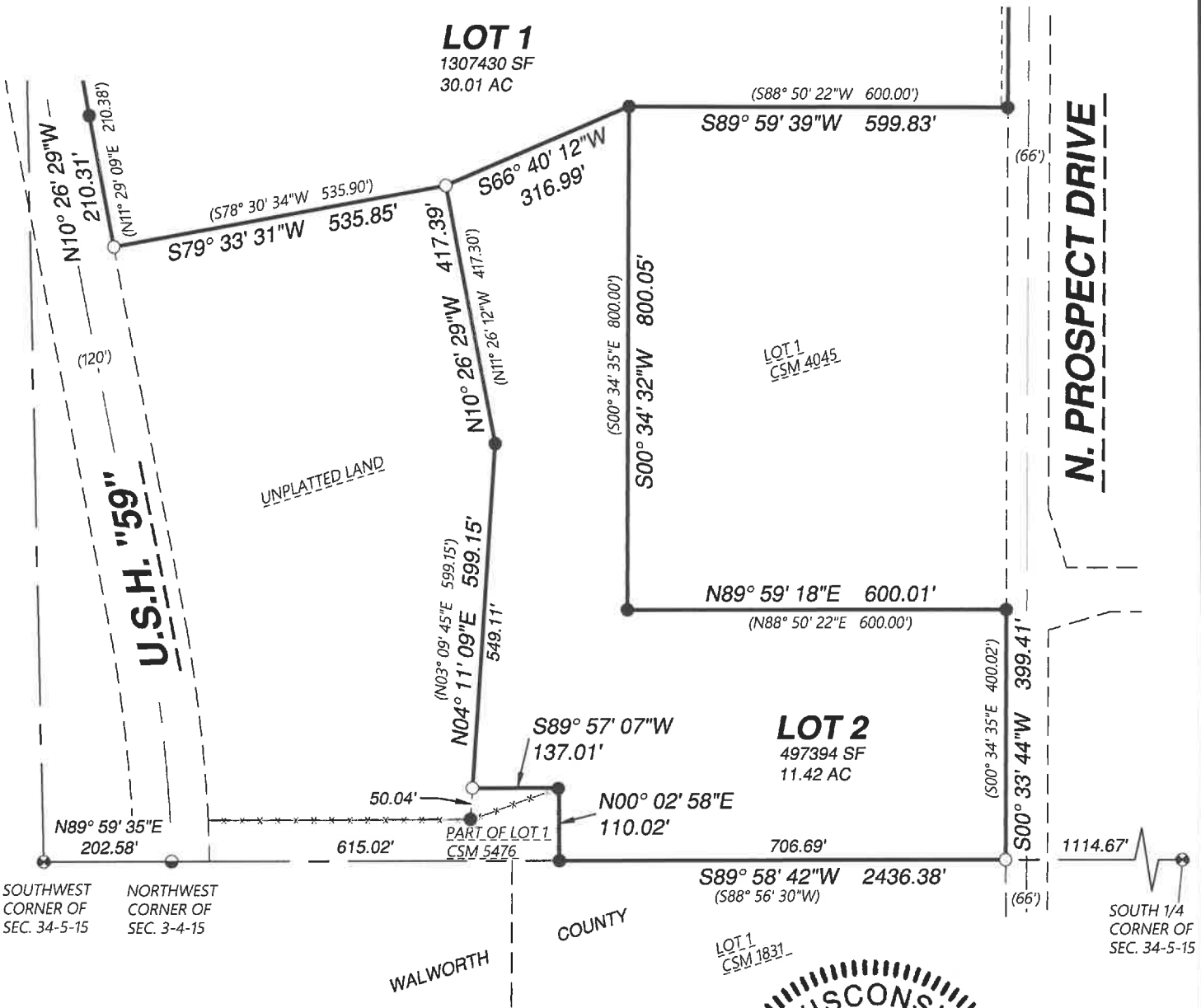
109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combsurvey.com

tel: 608-752-
fax: 608-752-

CERTIFIED SURVEY MAP NO. _____

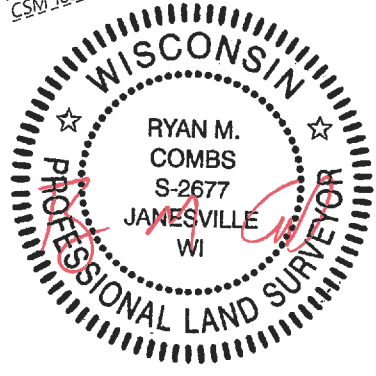
PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 3497 AS RECORDED IN VOLUME 15 PAGES 286 AND 287 RECORDED AS DOCUMENT NUMBER 978560 SITUATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, T.5N., R.15E., OF THE 4TH PM, CITY OF WHITEWATER, JEFFERSON COUNTY, WISCONSIN.

- SEE SHEET 1 -



LEGEND

- FOUND 3/4" IRON PIN
- ⊙ FOUND 1" IRON PIPE
- ⊗ FOUND CONCRETE MONUMENT
- ⊕ FOUND SPIKE
- FOUND 1/2" IRON PIN
- SET IRON REBAR, 3/4"x 24", (1.5 LBS./LIN.FT.)
- (XXX) RECORD DATA



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

M E M O R A N D U M

To: City of Whitewater Plan and Architectural Review Commission

From: Llana Dostie, Zoning Specialist

Date: August 10, 2026

Re: Final Certified Survey Map

Summary of Request	
Requested Approvals:	1 Lot Certified Survey Map (CSM)
Location:	CDA Owned Vacant Lots located at the corner of E Main and N Jefferson (/BIRW 00001, /BIRW 00002 & /BIRW 00003A)
Current Land Use:	Vacant Land
Proposed Land Use:	Mixed Use Commercial
Current Zoning:	B-2 Central Business District
Proposed Zoning:	N/A
Future Land Use:	Central Business Use District

Application Summary

The Plan Commission reviewed and approved the Preliminary Certified Survey Map at its June 8, 2026, meeting. The City is requesting a lot combination by Certified Survey Map for Parcel Numbers /BIRW 00001, /BIRW 00002 & /BIRW 0003A, located at the corner of E Main Street and N Jefferson Street. These parcels are currently 0.16, 1.13 and 0.09 Acres. The combination would result in the creation of one lot, which would be 1.44 acres. This parcel would remain zoned B-2, with a Central Business District land use designation. The City is requesting this combination for clean and legally compliant lot configuration, establishment of accurate legal description, and ensure that property can be properly transferred at the time of sale. The proposed CSM appears to be in full compliance with both lot area and width requirements as well as all other provisions of the municipal ordinance.

Planner's Recommendations

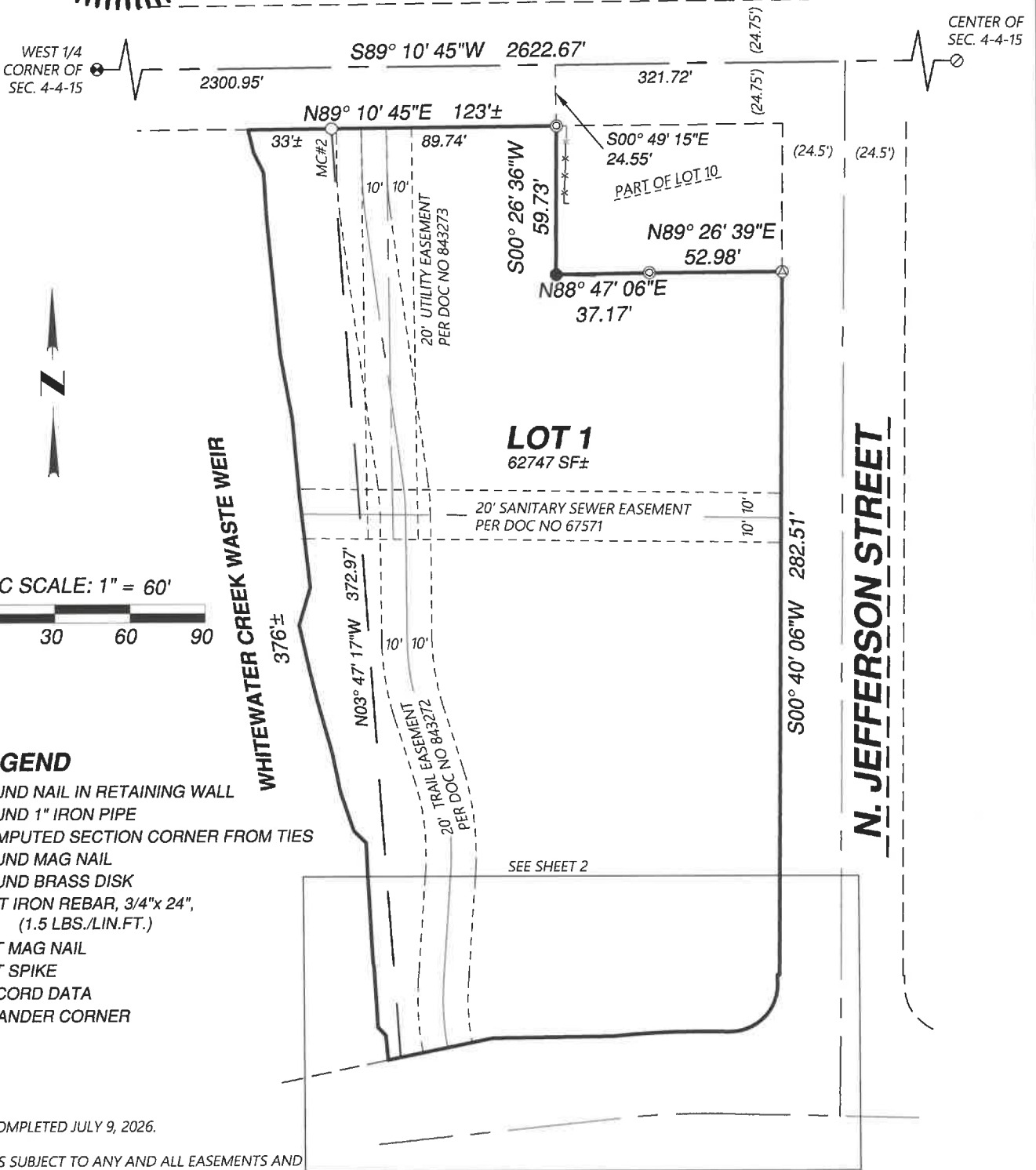
- 1) Staff recommend that the Plan Commission **APPROVE** the Final Certified Survey Map as it meets all requirements of the zoning district in which it is located, as well as all land division requirements.

CERTIFIED SURVEY MAP NO. _____

THE VACATED ALLEY AND LOTS 1 THRU 9 AND PART OF LOT 10 OF WILLIAM BIRGE'S ADDITION, SITUATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, T.4N., R.15E., OF THE 4TH PM, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.



W. NORTH STREET



LEGEND

- FOUND NAIL IN RETAINING WALL
- ⊙ FOUND 1" IRON PIPE
- ⊙ COMPUTED SECTION CORNER FROM TIES
- ⊙ FOUND MAG NAIL
- ⊙ FOUND BRASS DISK
- SET IRON REBAR, 3/4"x 24", (1.5 LBS./LIN.FT.)
- ⊙ SET MAG NAIL
- ⊙ SET SPIKE
- (XXX) RECORD DATA
- MC MEANDER CORNER

NOTES:
FIELDWORK COMPLETED JULY 9, 2026.

THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.

BEARINGS BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, WALWORTH COUNTY. THE NORTH LINE OF THE SOUTHWEST QUARTER OF SEC. 4-4-15 BEARS S89°10'45"W.

DISTANCE UNITS BASED ON THE US SURVEY FOOT.

Project No. 126 - 137
For: CITY OF WHITEWATER



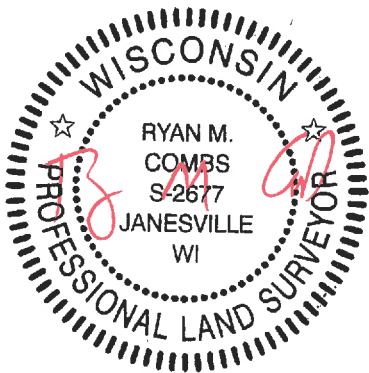
109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combsurvey.com

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

tel: 608-752-XXXX
fax: 608-752-XXXX

CERTIFIED SURVEY MAP NO. _____

THE VACATED ALLEY AND LOTS 1 THRU 9 AND PART OF LOT 10 OF
WILLIAM BIRGE'S ADDITION, SITUATED IN PART OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, T.4N., R.15E., OF
THE 4TH PM, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.



- SEE SHEET 1 -

