

## AGENDA

### JEFFERSON COUNTY BOARD MEETING

Tuesday, September 11, 2012 7:00 p.m.

Jefferson County Courthouse  
320 South Main Street, Room 205  
Jefferson, WI 53549

1. **CALL TO ORDER**
  2. **PLEDGE OF ALLEGIANCE**
  3. **ROLL CALL**
  4. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW**
  5. **REVIEW OF THE AGENDA**
  6. **APPROVAL OF THE AUGUST 13, 2012 COUNTY BOARD MINUTES**
  7. **SPECIAL ORDER OF BUSINESS**
    - a. Jefferson County Clean Sweep Program Video
  8. **COMMUNICATIONS**
    - a. Treasurer's Monthly Report (Addendum)
    - b. Dog Damage Claim – Kari Tinus (Addendum)
    - c. Zoning Committee Notice of Public Hearing, September 20, 2012 (Page 1-2)
  9. **PUBLIC COMMENT**
  10. **ANNUAL REPORTS**
    - a. Land Information – Andy Erdman
    - b. Planning and Zoning – Rob Klotz
    - c. Land & Water Conservation – Mark Watkins
    - d. Historic Sites Preservation Commission – John Molinaro
- COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**
11. **PLANNING & ZONING COMMITTEE**
    - a. Report – Approval of Petitions (Page 3)
    - b. Ordinance – Amend Zoning Ordinance text (Page 4)
    - c. Amend Zoning Ordinance (Page 5)
  12. **INFRASTRUCTURE COMMITTEE**
    - a. Resolution – Approve contract for Clerk of Court's computer wiring (Page 6)
    - b. Resolution – Approve offer to purchase old Countryside Home property (Possible Addendum to Agenda)
  13. **ANNOUNCEMENTS**
  14. **ADJOURN**

**NEXT COUNTY BOARD MEETING, TUESDAY, OCTOBER 9, 2012 7:00 P.M. ROOM 205**

**NOTICE OF PUBLIC HEARING**  
**JEFFERSON COUNTY PLANNING AND ZONING COMMITTEE**  
*Steve Nass, Chair; Greg David, Vice-Chair; Don Reese, Secretary; Amy Rinard; George Jaeckel*

**SUBJECT:** Map Amendments to the Jefferson County Zoning Ordinance and Requests for Conditional Use Permits  
**DATE:** September 20, 2012  
**TIME:** 7:00 p.m.  
**PLACE:** Room 205, Jefferson County Courthouse, 320 S. Main St., Jefferson, WI

1. **Call to Order**
2. **Roll Call**
3. **Certification of Compliance with Open Meetings Law Requirements**
4. **Review of Agenda**
5. **Explanation of Process by Committee Chair**
6. **Public Hearing**

**NOTICE IS HEREBY GIVEN** that the Jefferson County Planning and Zoning Committee will conduct a public hearing at 7 p.m. on Thursday, September 20, 2012, in Room 205 of the Jefferson County Courthouse, Jefferson, Wisconsin. A hearing will be given to anyone interested in the proposals. **PETITIONERS, OR THEIR REPRESENTATIVES, SHALL BE PRESENT.** Matters to be heard are petitions to amend the zoning ordinance of Jefferson County and applications for conditional use permits. A map of the properties affected may be obtained from the Zoning Department. If you have questions regarding these matters, please contact Zoning at 920-674-7131.

**FROM AGRICULTURAL A-1 TO A-3, AGRICULTURAL/RURAL RESIDENTIAL**

**R3604A-12 – Rohn Jack & Kathleen B Findlay:** Rezone PIN 004-0515-2611-001 (1.045 Acres) to allow for a lot line adjustment. The site is at **W2987 Piper Road** in the Town of Cold Spring.

**R3605A-12 – Wayne Burnett:** Create a 1.32-acre lot around the home at **W5095 River Drive** in the Town of Farmington from part of PIN 008-0714-1212-000 (40 Acres).

**R3606A-12 – J & W Stasch Trust:** Rezone to create a 1-acre lot around the home at **N794 CTH K** in the Town of Koshkonong, from part of PINs 016-0514-2713-000 (15.5 Acres) and 016-0514-2712-004 (12.67 Acres).

**FROM AGRICULTURAL A-1 TO A-3, AGRICULTURAL/RURAL RESIDENTIAL AND N, NATURAL RESOURCES**

**R3607A-12 & R3608A-12 – Lots & Land Real Estate LLC, c/o Pete Gross:** Rezone a part of PINs 006-0716-1311-001 (37.663 Acres) and 006-0716-1244-000 (37.337 Acres) to create a 1-acre building site on **CTH B** in the Town of Concord. Rezone 19 acres of PIN 006-0716-1244-000 (37.337 Acres) for an adjacent Natural Resource zone.

**R3609A-12 & R3610A-12 – Lots & Land Real Estate LLC, c/o Pete Gross:** Create one new 1-acre building site from part of PIN 006-0716-1311-001 (37.663 Acres) on **CTH B** and one new 1-acre building site from part of PIN 006-0716-1314-000 (25 Acres) on **Morgans Road**. Create a 27-acre Natural Resource zone from those PINs adjacent to the building sites. The property is in the Town of Concord.

**FROM AGRICULTURAL A-1 AND NATURAL RESOURCES TO A-T,  
AGRICULTURAL TRANSITION**

**R3611A-12 – Jefferson County:** Rezone PIN 016-0514-1211-002 (1.448 Acre) in **Burnt Village Park**, Town of Koshkonong; PINs 024-0516-1241-000 (39.5 Acres) and 024-0516-1242-000 (39 Acres) in **Carlin Weld Park**, Town of Palmyra; PINs 014-0614-2024-001 (40.007 Acres), 014-0614-2031-000 (40 Acres), 014-0614-2032-000 (40 Acres), 014-0614-2033-000 (40 Acres), 014-0614-2822-000 (43.037 Acres), 014-0614-2911-000 (39.566 Acres), 014-0614-2912-000 (57.467 Acres), 014-0614-2913-000 (70.628 Acres), 014-0614-2914-000 (39.856 Acres), 014-0614-2922-000 (3 Acres), 014-0614-2933-000 (40.468 Acres), 014-0614-3011-000 (31.25 Acres), 014-0614-3014-000 (23.632 Acres) and 014-0614-3041-001 (20.166 Acres) in **Dorothy Carnes Park**, Town of Jefferson; 002-0714-2413-001 (14.5 Acres), 002-0714-2431-000 (29.1 Acres), 002-0714-2442-000 (32.7 Acres) and 002-0714-2443-000 (24.2 Acres) in **Jefferson County Dog Park**, Town of Aztalan; PIN 006-0716-1122-002 (0.812 Acres) in **Joy Park**, Town of Concord; PIN 012-0816-2342-000 (45 Acres) in **Kanow Park**, Town of Ixonia; PINs 018-0713-1523-000 (51.493 Acres) and 018-0713-1531-000 (37.564 Acres) in **Korth Park**, Town of Lake Mills; PIN 014-0615-0211-002 (9.2 Acres) in **Pohlmann Park**, Town of Jefferson; PIN 018-0713-0233-000 (18.626 Acres) and 018-0713-0233-027 (4.282 Acres) in **Rock Lake Park**, Town of Lake Mills; and PIN 002-0714-1332-001 (4.24 Acres) in **Rock River Park**, Town of Aztalan. These sites are the current County parks, and are owned by Jefferson County.

**CONDITIONAL USE PERMIT APPLICATIONS**

**CU1716-12- Thomas & Debra Kopps:** Conditional use to allow an extensive on-site storage structure of 1280 square feet, 18 feet in height in a Residential R-2 zone at **W5977 Lieberman Road**. The site is part of PIN 016-0514-1531-001 (0.92 Acre) in the Town of Koshkonong.

**CU1717-12 – Chad Londre for Rubidel Resort Condo Association Inc.:** Conditional use to allow a residence in the Business zone at **W6940 Rubidell Road**. The site is on PIN 020-0814-1811-001 (14.2 Acres) in the Town of Milford.

**CU1718-12 – Norman Stanley/Stanley Real Estate LLC Property:** Conditional use to permit fuel sales for recreational vehicles at **W8639 Kuehn Road** in the Town of Sumner. The site is part of PIN 028-0513-1642-001 (0.499 Acres) and is in an A-2 Agricultural/Rural Business zone.

**7. Adjourn**

Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator at 920-674-7101 24 hours prior to the meeting so that appropriate arrangements can be made.

**REPORT  
TO THE HONORABLE MEMBERS OF THE JEFFERSON COUNTY BOARD OF  
SUPERVISORS**

The Jefferson County Planning and Zoning Committee, having considered petitions to amend the maps and text of the zoning ordinance of Jefferson County, filed for public hearing held on June 21 and August 16, 2012, as required by law pursuant to Wisconsin Statutes, notice thereof having been given, and being duly advised of the wishes of the town boards and persons in the areas affected, hereby makes the following recommendations:

**APPROVAL OF PETITIONS  
R3588A-12, R3601A-12 and R3602T-12**

**DATED THIS TWENTY-SEVENTH DAY OF AUGUST 2012**

**Donald Reese, Secretary**

**THE PRIOR MONTH'S AMENDMENTS, R3584T-12, R3597A-12, R3598A-12, R3599A-12 AND REVISED R3600A-12A-12, ARE EFFECTIVE UPON PASSAGE BY COUNTY BOARD, SUBJECT TO WIS. STATS. 59.69(5).**

**Item 11b**

**ORDINANCE NO. 2012-\_\_\_\_\_**

**Amend Zoning Ordinance text**

WHEREAS, the Jefferson County Board of Supervisors has heretofore been petitioned to amend the text of the Jefferson County Zoning Ordinance, and

WHEREAS, Petition R3602T-12 was referred to the Jefferson County Planning and Zoning Committee for public hearing on August 16, 2012, and

WHEREAS, the proposed amendments have been given due consideration by the Board of Supervisors in open session,

NOW, THEREFORE, BE IT ORDAINED that the Jefferson County Board of Supervisors does amend the text of the zoning ordinance of Jefferson County as follows:

**ZONING ORDINANCE TEXT AMENDMENT**

**Add** as a principal use in Sec. 11.04(f)5. A-T AGRICULTURAL TRANSITION **s. County parks – uses permitted under the County Parks Ordinance** (R3602T-12 - Jefferson County)

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

Ordinance Requested by  
Planning and Zoning Committee

Deb Magritz: 08-29-12

09-11-12

**ORDINANCE NO. 2012-\_\_\_\_\_**

**Amend Zoning Ordinance**

WHEREAS, the Jefferson County Board of Supervisors has heretofore been petitioned to amend the Jefferson County Zoning Ordinance, and

WHEREAS, Petition R3588A-12 was referred to the Jefferson County Planning and Zoning Committee for public hearing on June 21, and Petition R3601A-12 was referred for public hearing on August 16, 2012, and

WHEREAS, the proposed amendments have been given due consideration by the Board of Supervisors in open session,

NOW, THEREFORE, BE IT ORDAINED that the Jefferson County Board of Supervisors does amend the zoning ordinance of Jefferson County (and official zoning maps) as follows:

**FROM AGRICULTURAL A-1 TO A-3, AGRICULTURAL/RURAL RESIDENTIAL**

Rezone to create two, 1-acre residential building sites adjacent to **W525 CTH B** from part of PIN 006-0716-1411-009 (22.159 acres) in the Town of Concord. This utilizes the last available A-3 zones for the property, and is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval for each lot, upon receipt by Zoning of a soil test for each lot showing sites for installation of both initial and replacement private sewage systems, and upon approval and recording of a final certified survey map for the lots. Rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (R3588A-12 – Raymond Rausch)

**FROM A-1 AGRICULTURAL TO A-2, AGRICULTURAL AND RURAL BUSINESS**

Increase the size of the existing A-2 zone to 2.34 acres. There is no requirement for a final certified survey map; a soil test and all necessary permits will be required prior to construction of the second proposed building, which will have a private on-site waste treatment system. The site is at **N2795 Ebbert Lane** in the Town of Oakland, on PIN 022-0613-3513-000 (40 acres). (R3601A-12– Donald & Susan Ebbert)

AYES \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSTAIN \_\_\_\_\_  
ABSENT \_\_\_\_\_

Ordinance Requested by  
Planning and Zoning Committee

Deb Magritz: 08-29-12

09-11-12

**Item 12a**

**RESOLUTION NO. 2012- \_\_\_\_**

**Approve contract for Clerk of Court’s computer wiring**

WHEREAS, the State of Wisconsin supplies computers for the Clerk of Court’s office and other judicial branch personnel, and

WHEREAS, the State is in the process of replacing said computers which requires an upgrade to the wiring in the Clerk of Court’s office, the courtrooms, all judicial offices and meeting rooms in order to utilize the new computers’ capabilities, and

WHEREAS, bids were sought for such project with the following results:

Carroll Electric	\$ 35,529.00
Network Cabling Solutions, LLC	47,672.24
TriTech Corporation of America	48,132.99
Circle Electric	59,105.00, and

WHEREAS, the MIS staff and the Infrastructure Committee recommend accepting the low bid from Carroll Electric in the amount of \$35,529.00,

NOW, THEREFORE, BE IT RESOLVED that Roland Welsch, Information Technology Manager, is authorized to contract with Carroll Electric in the amount of \$35,529.00 for the wiring project.

*Fiscal Note: Sufficient unexpended funds are available in the 2012 Clerk of Court’s budget to pay for this project.*

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

Requested by  
Infrastructure Committee

09-11-12

Philip Ristow: 09-04-12

**RESOLUTION NO. 2012-\_\_\_\_\_**

**Accept Counteroffer to County's Offer to Purchase Old Countryside Home site**

WHEREAS, in Resolution No. 2012-19 adopted June 12, 2012, the Board resolved "that Site C or Old Countryside Home be the approved location for a new Highway Department main facility, as recommended by the Highway and Infrastructure Committees", and

WHEREAS, the Infrastructure Committee directed staff to negotiate a contract to purchase the 60 acre Countryside Home site, and

WHEREAS, staff negotiated a proposed contract for the 60 acre site in the amount of \$200,000, contingent upon the property being rezoned and a conditional use permit being issued for use of the property as a county highway department including outside storage of materials and a fuel station, all subject to Board approval on September 11, and

WHEREAS, the Federal Deposit Insurance Corporation (receiver for Evergreen State Bank) the seller in this matter, received another offer for the property just before the paperwork was anticipated to be signed accepting the County's offer, and

WHEREAS, said new offer was in the amount of \$200,000 but did not contain contingencies for rezoning or other governmental approvals contained in the County's offer, and

WHEREAS, the seller has sent a counteroffer which would allow the County to purchase the property for the sum of \$200,000 but without the contingencies of obtaining rezoning and governmental approvals for the Highway Department use at the site, and

WHEREAS, the Infrastructure Committee has reviewed the counteroffer and is bringing this resolution before the County Board to allow the Board to decide whether it is acceptable,

NOW, THEREFORE, BE IT RESOLVED the Board hereby approves counteroffer #1 dated September 6, 2012, to purchase the Old Countryside Home property for \$200,000 without zoning or use contingencies.

*Fiscal Note: The Highway Department budget contains approximately \$500,000 for facility design expenses for new highway facility. Those expenses will not be incurred in 2012. Two hundred thousand dollars of said funds will be used for this purchase. It is anticipated that demolition on site would be a minimum of \$720,000 to \$880,000.*

PROCEDURAL NOTE: The Infrastructure Committee does not recommend acceptance of this counteroffer.

AYES \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSTAIN \_\_\_\_\_  
ABSENT \_\_\_\_\_

Requested by  
Infrastructure Committee

Addendum to Agenda 09-11-12

Philip Ristow: 09-10-12



**RESOLUTION NO. 2012-\_\_\_\_**

**Approve Offer to Purchase Old Countryside Home site**

WHEREAS, in Resolution No. 2012-19 adopted June 12, 2012, the Board resolved “that Site C or Old Countryside Home be the approved location for a new Highway Department main facility, as recommended by the Highway and Infrastructure Committees”, and

WHEREAS, the Infrastructure Committee directed staff to negotiate a contract to purchase the 60 acre Countryside Home site, and

WHEREAS, staff negotiated a proposed contract for the 60 acre site in the amount of \$200,000, contingent upon the property being rezoned and a conditional use permit being issued for use of the property as a county highway department including outside storage of materials and a fuel station, and

WHEREAS, prior to approval of the final documents, the seller received an offer for the property in the amount of \$200,000 without the rezoning and property use contingencies in the County’s offer, and

WHEREAS, the County has rejected matching the offer described above, but remains interested in the property on the terms originally negotiated,

NOW, THEREFORE, BE IT RESOLVED that the Board hereby reaffirms the County’s original offer, amended to set an acceptance date of September 25, 2012, and directs staff to submit such offer to Mike Herl, real estate agent for seller.

*Fiscal Note: The Highway Department budget contains approximately \$500,000 for facility design expenses for new highway facility. Those expenses will not be incurred in 2012. Two hundred thousand dollars of said funds will be used for this purchase.*

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

Requested by  
Infrastructure Committee

Addendum to Agenda 09-11-12

Philip Ristow: 09-10-12

**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON August 20, 2012 [DATE] IS ~~(AGENT OF BUYER)~~

2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Jefferson County, WI, a quasi-municipal corporation

4 Jefferson County, WI, a quasi-municipal corporation, offers to purchase the Property known as [Street Address] 1425 Wisconsin Drive

5 Jefferson in the City

6 of Jefferson, County of Jefferson, Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: Two Hundred Thousand and 00/100 Dollars (\$200,000.00)

9 ■ EARNEST MONEY OF \$0.00 accompanies this Offer and earnest money of \$ 50,000.00 will be

10 mailed, or commercially or personally delivered within seven days of acceptance to listing broker ~~or~~

11 contingent on County Board approval of accepted Offer on September 11, 2012.

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

13 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer

14 not excluded at lines 20-22, and the following additional items: N/A

15 \_\_\_\_\_

16 \_\_\_\_\_

17 All personal property included in purchase price will be transferred by bill of sale or N/A

18 \_\_\_\_\_

19 ■ NOT INCLUDED IN PURCHASE PRICE: N/A

20 \_\_\_\_\_

21 \_\_\_\_\_

22 \_\_\_\_\_

23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded

24 by Seller or which are rented and will continue to be owned by the lessor.

25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

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

27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from

28 acceptance provide adequate time for both binding acceptance and performance.

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

30 September 4, 2012. Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer, but will not accept a different offer before 9/12/2012.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS OFFER ONLY IF

34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a

36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

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

38 Seller's recipient for delivery (optional): Mike Herl

39 Buyer's recipient for delivery (optional): Gary Petre

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

41 Seller: ( 608 ) 828-8801 Buyer: ( 920 ) 675-0068

42  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery

43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at

44 line 47 or 48.

45  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's

46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: 1001 Fourier Drive, Suite 100, Madison, WI 53717

48 Delivery address for Buyer: 320 South Main Street, Jefferson, WI 53549

49  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a

50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,

51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and

52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): Mike.herl@colliers.com

54 E-Mail address for Buyer (optional): garyp@jeffersoncountywi.gov

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery

56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge  
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated \_\_\_\_\_  
59 and Real Estate Condition Report, if applicable, dated \_\_\_\_\_ which was/were received by Buyer prior to Buyer  
60 signing this Offer and which is/are made a part of this offer by reference to ~~COMPLETE DATES OR STRIKE AS APPLICABLE~~ and  
61 \_\_\_\_\_

62 ~~INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).~~  
63 **CAUTION** If the Property includes ~~4~~ dwelling units, ~~Real Estate Condition Report~~ containing the disclosures provided in Wis. Stat. §  
64 799.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real  
65 estate transfer tax, and sales by certain court-appointed fiduciaries (for example personal representatives who have never occupied  
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than April 11, 2013, or 30 days after removal of all  
68 contingencies, whichever occurs first at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,  
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and no other  
71 \_\_\_\_\_

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**  
73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.  
74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 75  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as  
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 77  Current assessment times current mill rate (current means as of the date of closing)
- 78  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  
79 known, multiplied by current mill rate (current means as of the date of closing)
- 80

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

84  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  
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill  
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax  
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real  
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115  
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all  
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.  
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)  
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any,  
95 are N/A  
96 \_\_\_\_\_

97  **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than \_\_\_\_\_ days before closing, estoppel letters dated within  
98 \_\_\_\_\_ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security  
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) ~~(is not)~~ ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.  
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall be responsible for compliance, including all  
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at  
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of  
105 closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this Offer except: N/A  
106 \_\_\_\_\_ . If "Time  
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"  
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** Additional legal description of the 60 acre property:  
110 (a) 44.17 acres - Lot 1, CSM 4952, PIN 241-0614-1034-006; (b) 15.83 acres - Lot 1,  
111 CSM 4793, excepting therefrom Lot 1, CSM 4952 PIN 241-0614-1521-000, Jefferson  
112 County, WI records.  
113 \_\_\_\_\_  
114 \_\_\_\_\_  
115 \_\_\_\_\_

116  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: use as a County Highway Department  
117 including outside storage of materials and fuel station, multiple structures

118 \_\_\_\_\_ [insert proposed use and type and size of building, if applicable; e.g.  
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed  
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be  
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at  
124 (Buyer's)(Seller's)  ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and  
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly  
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  ("Buyer's" if neither is stricken) expense,  
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting  
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:  
130 110,000 sq. ft. building, sewer, water, road access, electric service  
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase  
132 the cost of Buyer's proposed use, all within ~~xxxxxxx~~ days of acceptance of this Offer by March 11, 2013.

133  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's)  
134  ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  ("Buyer's" if neither is stricken)  
136 expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;  other plan amendment  
137 CHECK ALL THAT APPLY, for the Property for its proposed use described  
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which  
139 significantly increase the cost of Buyer's proposed use, all within ~~xxxxxxx~~ days of acceptance by March 11, 2013.

140  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing)  ("Seller providing" if neither is  
141 stricken) a \_\_\_\_\_ survey (ALTA/ACSM Land Title Survey if survey type is not  
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within \_\_\_\_\_ days of  
143 acceptance, at (Buyer's) (Seller's)  ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres,  
144 maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon  
145 the Property, the location of improvements, if any, and: \_\_\_\_\_

146 \_\_\_\_\_  **STRIKE AND COMPLETE AS APPLICABLE** Additional map features  
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and  
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

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

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for  
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information  
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions  
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and  
156 void.

157  **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within  
158 90 days of acceptance:  **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

- 159  Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with  
161 representations made prior to and in this Offer.
- 162  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear  
163 of all liens, other than liens to be released prior to or at closing.
- 164  Rent roll.
- 165  Other \_\_\_\_\_

166 \_\_\_\_\_  
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site  
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and  
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment  
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and  
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals  
173 and any reproductions) to Seller if this Offer is terminated.

174  **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 15 days of the earlier of  
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

- 179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice  
180 physically in the Party's possession, regardless of the method of delivery.
- 181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:
- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including  
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water  
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,  
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose  
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county  
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland  
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared  
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or  
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment  
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation  
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable  
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.
- 216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number  
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the  
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific  
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24  
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at  
222 midnight of that day.
- 223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair  
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect  
225 the expected normal life of the premises.
- 226 **(Definitions Continued on page 6)**

227 **IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.**

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

237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

238  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.  
239  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall be  
240 fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum  
241 interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may be adjusted to  
242 reflect interest changes

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286  
244 or in an addendum attached per line 479.

245 **NOTE:** If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that  
246 purpose.

247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to  
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to  
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that  
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,  
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

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

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

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

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

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

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

277 **ADDITIONAL PROVISIONS/CONTINGENCIES** This offer is contingent on approval by the Jefferson  
278 County, WI Board of Supervisors on September 11, 2012, and shall be null and void  
279 if said approval does not occur.

280 Seller has offered the property for sale for an extended period of time at the asking  
281 price of \$200,000 which seller agrees is the fair market value of the property, and  
282 constitutes just compensation for the property. Seller waives any right to additional  
283 compensation pursuant to Chapter 32, Wis. Stats., or any relocation benefits or  
284 other expenses incurred in conveying the property to buyer.

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)  
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a  
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and  
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property  
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if  
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment  
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated  
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information  
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally  
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),  
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**  
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**  
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**  
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be  
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,  
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs  
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central  
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;  
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground  
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on  
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

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

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

318 **EARNEST MONEY**

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

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

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

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

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if  
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and  
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility  
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed  
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and  
346 No other

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

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

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

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ **STRIKE ONE** ("Seller's" if  
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance  
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue  
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for  
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance  
362 commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank), showing title to the  
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which  
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

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

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

379  **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of  
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**  
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also  
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the  
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of  
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer  
385 had actual knowledge or written notice before signing the Offer. **Asbestos is a defect.**

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within thirty days of acceptance,  
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site  
388 Assessment report to which Buyer objects (Notice of Defects).

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

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



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

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

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

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

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

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

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

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

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

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square  
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless  
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**  
 420 **decision to purchase.**

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

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

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the  
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at  
 436 (608) 240-5830.

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

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

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

450  **INSPECTION CONTINGENCY:** This contingency ~~only~~ authorizes inspections, ~~not~~ testing (see lines 437-449). This Offer is contingent upon  
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon  
452 a qualified independent inspector or qualified independent third party performing an inspection of the property for asbestos  
453 \_\_\_\_\_ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which  
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections  
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.  
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual  
460 knowledge or written notice before signing the Offer.

461  **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within thirty days of acceptance,  
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer  
463 objects (Notice of Defects).

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

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

471  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at  
472 \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts a bona fide secondary offer,  
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property  
474 Contingency and \_\_\_\_\_  
475 \_\_\_\_\_

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**  
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within \_\_\_\_\_ hours of Buyer's Actual Receipt of said notice, this Offer shall be  
478 null and void.

479  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_  
481 \_\_\_\_\_ on \_\_\_\_\_

482 Buyer Entity Name (if any): Jefferson County, WI

483 (X) Gary Petre Gary Petre 8-31-12  
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► County Administrator Date ▲

485 (X) \_\_\_\_\_  
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

488 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

492 Seller Entity Name (if any): \_\_\_\_\_

493 (X) \_\_\_\_\_  
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

495 (X) \_\_\_\_\_  
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
498 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

499 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**FIRST ADDENDUM TO WB-15 COMMERCIAL OFFER TO PURCHASE**

**Seller:** Federal Deposit Insurance Corporation as Receiver of Evergreen State Bank, by its attorney-in-fact James E. Walker, employee of McFarland State Bank (hereinafter referred to as "Seller")

**Buyer:** Jefferson County, a quasi-municipal corporation

**Street Address:** 1425 Wisconsin Drive, Jefferson, Wisconsin

In the event any provision of this Addendum To WB-15 Commercial Offer to Purchase dated August 20, 2012 ("**Addendum**") conflicts in whole or in part with any of the terms of the Offer to Purchase between Buyer and Seller, the provisions of this First Addendum will control (the Offer to Purchase and the First Addendum are collectively referred to hereinafter as the "**Offer to Purchase**"). Seller owns fee simple title to the Property (as defined herein) and has full authority to enter into, perform and enforce the terms of the Offer to Purchase. Buyer shall neither assign its rights nor delegate its obligations under the Offer to Purchase without obtaining Seller's prior written consent, which may be withheld in Seller's sole discretion. In no event shall any assignment relieve Buyer from its obligations under the Offer to Purchase. Any other purported or attempted assignment or delegation without obtaining Seller's prior written consent shall be void and of no effect.

**BUYER AND SELLER AGREE AS FOLLOWS:**

(A) **NO PERSONAL PROPERTY.** The sale does not include any personal property located on or at the Property.

(B) **NO REPRESENTATION OR WARRANTIES: PROPERTY SOLD "AS IS."** Buyer acknowledges and understands that the Property (Property is herein defined to be the property and improvements, if any, which are the subject of the Offer to Purchase) is being sold as-is, and with all faults. Buyer further acknowledges and understands that the Property was acquired by Seller through a foreclosure action or loan liquidation procedure, and, therefore, Seller was not an owner-occupant and its information concerning the Property and its condition is limited. Seller makes no representations or warranties as to the Property, the condition of the Property, the Property's systems, the serviceability or fitness for a particular use of the Property, or any component of the Property. Buyer agrees that in contracting to buy the Property, Buyer has not relied upon any representation or warranty made by Seller, any parent, subsidiary or affiliate thereof, or any of its officers, directors, employees, agents or representatives. Buyer has been afforded the opportunity to undertake its own investigations and inspections of the Property.

(C) **TITLE.** Seller, at Seller's expense, shall no later than 10 days before Closing obtain and deliver to Buyer a commitment for an owner's title insurance policy (Current ALTA Owner's form) issued by a title insurance company licensed to issue title insurance in Wisconsin ("Title Company") showing title to the Property as of a date no more than 10 days before delivery of such title evidence to be vested in Seller and merchantable, and subject only to liens which will be paid out of the proceeds of closing, naming Buyer as the proposed owner-insured of the Property in the amount of the Purchase Price (the "Commitment"). Buyer may, at or before Closing, make objections to the status of the title to the Property based upon examination of the Commitment. If any objections are so made, Seller shall have the right to cure such objections and shall be allowed thirty (30) days after the making of such objections by Buyer to

\_\_\_\_\_  
Seller's Initials

  
\_\_\_\_\_  
Buyer's Initials

cure such objections by obtaining appropriate endorsements to the title commitment indicating that the objections have been cured.

If Seller does not cure all Buyer's objections within the thirty (30) day period provided above, then Buyer shall have the following options:

- (1) Buyer may terminate the Offer to Purchase, or
- (2) Buyer may elect to waive the objections and accept the title to Seller's interest in the Property in its unmarketable condition.

Buyer shall have a period of thirty (30) business days to decide whether it will select item (1) or item (2) above and to communicate that decision in writing to Seller. If Buyer does not send Seller any notice within such thirty (30) business day period selecting either item (1) or (2) Buyer shall be deemed for all purposes to have selected item (2). If item (2) is selected or deemed selected then all uncured objections shall be deemed accepted and agreed to thereafter by Buyer. Seller shall have no liability after the Closing for any title or survey matter that was objected to by Buyer and that was accepted or deemed accepted by Buyer. Seller shall have no liability in the event that it is unable or unwilling to cure any title objection made by Buyer. The right of Buyer to terminate this Agreement shall be the sole remedy of Buyer in the event Seller is unable or unwilling to cure any objection made by Buyer. Buyer need not object to mortgages, tax liens or other liens against the Property. If not sooner satisfied, Seller shall satisfy them at closing; provided, however that Seller need not satisfy any exception shown on the Commitment for property taxes for the Property for the year of closing and Buyer shall not object to any such exception shown on the Commitment.

The Closing Date shall be modified if Buyer submits any title objections so that it shall be on the earlier of: (i) 10 days after all title objections are cured by Seller; or (ii) 10 days after uncured objections are accepted or deemed accepted by Buyer

(D) **CLOSING.** At the closing, Seller shall deliver to Buyer:

- (1) A Quit Claim Deed properly executed by Seller in recordable form conveying the Property to Buyer.
- (2) A limited Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of Seller, with respect to the timeframe the Property was owned by Seller only.
- (3) A "marked-up" commitment (initialed by the appropriate title company officer) to issue a policy of title insurance subject to no exceptions except those to which Buyer has not objected or has expressly agreed to pursuant to Section (B) hereof. Seller shall also provide a "GAP Endorsement" that will insure over liens and other encumbrances filed between the effective date of the title commitment and the date by which the quit claim deed conveying the Property to Buyer is recorded with the Jefferson County Register of Deeds. Seller shall be responsible for the payment of the premium for such policies of title insurance.

(E) **NO FINANCING CONTINGENCY - All Cash Transaction.** This is an all-cash sale and purchase, and is NOT contingent upon Buyer's obtaining financing for the purchase of the Property regardless of any mortgage loan application made by Buyer to any lending institution. Buyer understands and agrees that neither delivery of a commitment for a mortgage loan from any lending institution nor Buyer's acceptance of such a commitment will in any way be a condition of Buyer's obligation under the Offer to Purchase. Buyer represents to Seller that Buyer has sufficient readily available funds to complete the purchase of the Property.

\_\_\_\_\_  
Seller's Initials

  
\_\_\_\_\_  
Buyer's Initials

(F) **LIQUIDATED DAMAGES-DEPOSIT.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE OFFER TO PURCHASE, IF BUYER HAS NOT TERMINATED THE OFFER TO PURCHASE AND IF THE SALE OF THE PROPERTY TO BUYER HAS NOT BEEN CONSUMMATED FOR ANY REASON OTHER THAN SELLER'S DEFAULT UNDER THE OFFER TO PURCHASE, SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS SELLER'S LIQUIDATED DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE OFFER TO PURCHASE, IF BUYER HAS NOT TERMINATED THE OFFER TO PURCHASE AND IF THE SALE OF THE PROPERTY TO BUYER HAS NOT BEEN CONSUMMATED FOR ANY REASON OTHER THAN BUYER'S DEFAULT UNDER THE OFFER TO PURCHASE, SELLER SHALL RETURN BUYER'S DEPOSIT. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER OR BUYER AS A RESULT OF BUYER'S OR SELLER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THE OFFER TO PURCHASE, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THE OFFER TO PURCHASE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER OR BUYER WILL INCUR AS A RESULT OF SUCH FAILURE. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER OR BUYER. NOTWITHSTANDING THE FOREGOING, IF BUYER OR SELLER INTERFERES WITH OR MAKES ANY ATTEMPTS TO INTERFERE WITH SELLER OR BUYER RECEIVING OR RETAINING, AS THE CASE MAY BE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION, INCLUDING WITHOUT LIMITATION, GIVING ANY NOTICE OR INSTRUCTION TO ESCROW HOLDER NOT TO DELIVER THE DEPOSIT TO SELLER OR BUYER, SELLER OR BUYER SHALL HAVE THE RIGHT TO ELECT TO RECOVER THE GREATER OF ITS ACTUAL DAMAGES OR THE LIQUIDATED DAMAGES BY GIVING WRITTEN NOTICE TO BUYER OR SELLER, AND BUYER AND SELLER SHALL HAVE ALL OTHER RIGHTS AND REMEDIES PROVIDED AT LAW AND IN EQUITY. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE DAMAGES PROVISION CONTAINED IN THIS SECTION.

(G) **NO SPECIFIC PERFORMANCE.** As material consideration to the parties' entering into the Offer to Purchase, Seller and Buyer expressly waive (a) the remedy of specific performance on account of their default under the Offer to Purchase, and (b) any right to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property.

(H) **NO CONTESTING LIQUIDATED DAMAGES.** As material consideration to each party's agreement to the liquidated damages provisions stated above, each party hereby agrees to waive any and all rights whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time the Offer to Purchase was made.

(I) **TRANSFER OF TITLE.** Seller will transfer title by means of a quitclaim deed (the "Deed"). The acceptance of the Deed by Buyer will be deemed to constitute full compliance by Seller with all of the terms and conditions of the Offer to Purchase. Any reference in the Offer to Purchase to a warranty deed or any other kind of deed for the conveyance of title by Seller of the Property shall instead refer to a quitclaim deed.

(J) **CLOSING DATE / TIME OF THE ESSENCE.** It is agreed that time is of the essence with respect to all dates specified in the Offer to Purchase and any addenda, riders or amendments thereto.

Buyer assumes all liability in providing all necessary information to its lender, if applicable. Furthermore, Buyer shall instruct its lender and attorney to work in conjunction with the brokers to ensure a timely close of escrow. The broker and co-broker, if applicable, shall assume all responsibility for follow-up with Buyer, any

\_\_\_\_\_  
Seller's Initials

  
\_\_\_\_\_  
Buyer's Initials

lender or mortgage representative involved in financing this transaction, and either party's attorney and/or title company to ensure that there is no delay in closing. Buyer will not be given possession, and may not occupy the premises prior to closing and disbursement of sale proceeds to Seller. Buyer shall be considered in default of the Offer to Purchase in the event Buyer occupies or alters the Property or permits it to be altered prior to closing, unless provided for in the Offer to Purchase.

(K) **MISCELLANEOUS.**

(1) **Limitation of Damages.** BUYER AND SELLER ACKNOWLEDGE, UNDERSTAND AND AGREE THAT SELLER AND BUYER SHALL UNDER NO CIRCUMSTANCE BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES IN EXCESS OF THE AMOUNT OF THE DEPOSIT, AND UNDER NO CIRCUMSTANCE SHALL SELLER OR BUYER BE RESPONSIBLE OR LIABLE FOR ANY SECONDARY, CONSEQUENTIAL, COMPENSATORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ASSOCIATED WITH THE INABILITY TO SELL OR POSSESS THE PROPERTY, UNINHABITABILITY, INCONVENIENCE OR LOSS OF TIME OR USE AS A RESULT OF DEFECTS. LIKEWISE, BUYER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT SELLER WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE TO BUYER DUE TO ANY RADON GAS OR OTHER HAZARDOUS MATERIALS OR SUBSTANCES, WHETHER NATURAL OR ARTIFICIAL, WHICH MAY BE LOCATED WITHIN THE SOIL OR SUBSURFACE ROCK WITHIN THE LOT OR IN THE IMPROVEMENTS ON THE PROPERTY OR WITHIN ANY OTHER PART OF THE PROPERTY, ANY AND ALL OF WHICH ARE HEREBY WAIVED AND FORGIVEN BY BUYER TO SELLER, WHETHER THEY NOW EXIST OR HEREAFTER ARISE.

(2) **Waiver of Jury Trial.** BUYER AND SELLER WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO ANY ASPECT OF THE PROPERTY IN CONNECTION WITH THIS OFFER TO PURCHASE, ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION WITH THIS PURCHASE OR FOR ANY OTHER CLAIM RELATING TO OR BETWEEN THE PARTIES TO THIS OFFER TO PURCHASE OF WHATSOEVER KIND OR NATURE, INCLUDING (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) ANY AND ALL CLAIMS ARISING FROM, RELATED TO OR IN, CONNECTION WITH INJURIES SUSTAINED IN CONNECTION WITH THE PROPERTY. SELLER AND BUYER MAKE THIS WAIVER KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY AND BUYER AND SELLER ACKNOWLEDGE THAT NO ONE HAS MADE ANY REPRESENTATION OF FACT TO INDUCE BUYER OR SELLER TO MAKE THIS JURY TRIAL WAIVER OR IN ANY MANNER OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. BUYER AND SELLER FURTHER ACKNOWLEDGE HAVING HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE TRANSACTION AND WITH RESPECT TO THIS OFFER TO PURCHASE AND IN THE MAKING OF THIS WAIVER SELECTED BY BUYER'S AND SELLER'S OWN FREE WILL AND THAT BUYER AND SELLER HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. BUYER AND SELLER FURTHER ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE MEANING AND RAMIFICATIONS OF THIS JURY TRIAL WAIVER AND FULLY INTEND THAT THIS WAIVER SHALL BE READ AS BROADLY AS POSSIBLE AND SHALL EXTEND TO ANY AND ALL CLAIMS, DISPUTES, CAUSES OF ACTION, IN CONNECTION WITH THE PROPERTY, AND ANY INJURY, DAMAGE, OR ANY OTHER CLAIM ARISING AS A RESULT OF THIS TRANSACTION, THE PURCHASE OF THE PROPERTY, OR ANY MATTER RELATED THERETO.

(3) **Binding Nature.** This Offer to Purchase shall be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and as permitted hereunder, assigns.

(4) **Attorneys' Fees.** Subject to the limitation upon damages recoverable by Buyer and Seller, as set forth hereinabove, the prevailing party in connection with any litigation arising out of this Offer to Purchase

\_\_\_\_\_  
Seller's Initials

  
\_\_\_\_\_  
Buyer's Initials

shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, which reasonable attorneys' fees shall include but not be limited to paralegal and legal assistant fees and those reasonable attorneys' fees incurred by such prevailing party for the services of such prevailing party's attorney(s) at all judicial levels.

(5) **No Recording.** Buyer agrees that neither this Offer to Purchase nor any notice or memorandum hereof shall be recorded in the Public Records of the County, State or jurisdiction where the Property is located or any other public records. Any such recording by Buyer or anyone acting by, through or under Buyer shall constitute a material breach by Buyer of this Offer to Purchase and shall entitle Seller to invoke the default provisions hereof.

(6) **Entire Agreement.** This Offer to Purchase represents the entire agreement of the parties hereto and supersedes any and all agreements and understandings between the parties hereto, whether oral or written. No statement, representation or other inducement made prior hereto, whether written or oral, unless included as a part of this Offer to Purchase, shall be of any force or effect or may be relied upon by Buyer.

**Seller:**

FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER FOR EVERGREEN STATE BANK

\_\_\_\_\_  
By: James Walker, Attorney-in-Fact  
McFarland State Bank

\_\_\_\_\_  
Date

**Buyer:**

JEFFERSON COUNTY, a quasi-municipal corporation

Gary R. Petre  
By: Gary R. Petre  
Title: County Administrator

Aug. 31, 2012  
Date

ATTEST  
Philip C. Ristow  
By: Philip C. Ristow  
Title: Corporation Counsel

Aug. 31, 2012  
Date

\_\_\_\_\_  
Seller's Initials

GRP  
Buyer's Initials

COUNTER-OFFER

Counter-Offer No. 1 by Buyer/Seller STRIKE ONE

1 The Offer to Purchase dated August 31, 2012 and signed by Buyer, Jefferson County, WI, a quasi-municipal corp.
2 for purchase of real estate at 1425 Wisconsin Drive, Jefferson, Wisconsin is
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]

- 6
7 1. The Proposed Use Contingencies at Lines 116-122 are deleted, and the optional provisions checked at
8 Lines 123-139 are deleted. Specifically, (a) the Approvals contingency at Lines 127-132 of the Offer is deleted,
9 and (b) the Land Use Approval contingency at Lines 135-139 is deleted.
10 2. The Document Review contingency is amended to delete "within 90 days of acceptance" and substitute
11 "by the earlier of (i) 20 days of acceptance or the date of closing".
12 3. At Line 67 of the Offer, closing to take place no later than November 2, 2012.
13 4. Notwithstanding the date for binding acceptance contained in the Offer, if signed below by both Purchaser
14 and Seller on or before the date in Line 34 below, the Parties acknowledge and agree that the Offer, as
15 amended by this Counter-Offer No. 1, was timely delivered and accepted.

32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before 12:00 Noon on 9/12/2012 (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and
37 delivery as provided at lines 33 to 36.

38 This Counter-Offer was drafted by Laura S. Peck, Attorney for Seller on 9/6/2012
39 Licensee and Firm Date

40 Signature of Party Making Counter-Offer Date Signature of Party Making Counter-Offer Date

42 Signature of Party Accepting Counter-Offer Date Signature of Party Accepting Counter-Offer Date

44 This Counter-Offer was presented by on
45 Licensee and Firm Date

46 This Counter-Offer is (rejected) (countered) STRIKE ONE (Party's Initials) (Party's Initials)

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.
48 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the
49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter Offer referred to should be clearly
50 specified. NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

51 ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER