



# ***GREEN LAKE COUNTY***

*571 County Road A, Green Lake, WI 54941*

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**Original Post Date: 03/10/2016**

**Amended\*\* Post Date:**

## **The following documents are included in the packet for the County Board on March 15, 2016:**

- 1) Agenda
- 2) Draft minutes from the February 16, 2016 meeting
- 3) Resolution 04-2016 New and Continuing Supervisors' Training
- 4) Resolution 05-2016 Relating to the Green Lake County Emergency Response Plan
- 5) Resolution 06-2016 Designating the Week of April 11-15, 2016 as Work Zone Awareness Week in Green Lake County
- 6) Ordinance 07-2016 Approving and Authorizing the Sale of County Owned Property in the City of Berlin
- 7) Ordinance 06-2016 Rezone in the Town of Brooklyn: Ellwyn & Donna Klingbeil
- 8) Out of state travel request from Sheriff Mark Podoll
- 9) Out of state travel request from Highway Department



**GREEN LAKE COUNTY**  
**OFFICE OF THE COUNTY CLERK**  
 Margaret R. Bostelmann, WCPM  
 County Clerk

Office: 920-294-4005  
 FAX: 920-294-4009

**Green Lake County Board of Supervisors**  
**Meeting Notice**

The Green Lake County Board of Supervisors will convene at the **Government Center** in Room #0902 in the City of Green Lake, Wisconsin on Tuesday, the **15th day of March, 2016 at 6:00 PM** for a regular meeting of the Board. Business to be transacted include:

**\*AMENDED AGENDA**

**County Board of Supervisors**

*Jack Meyers, Chair*  
*David Richter, Vice-Chair*

- Dist. 1 Jack Meyers*
- Dist. 2 Vicki Bernhagen*
- Dist. 3 Rich Slate*
- Dist. 4 Paul Schwandt*
- Dist. 5 Ben Moderow*
- Dist. 6 Joy Waterbury*
- Dist. 7 Michael Starshak*
- Dist. 8 Patricia Garro*
- Dist. 9 David Richter*
- Dist. 10 Sue Wendt*
- Dist. 11 Harley Reabe*
- Dist. 12 Maureen Schweder*
- Dist. 13 Nicholas Toney*
- Dist. 14 Debra Schubert*
- Dist. 15 Michael Stoddard*
- Dist. 16 Joe Gonyo*
- Dist. 17 Joanne Guden*
- Dist. 18 Richard Trochinski*
- Dist. 19 Gene Thom*

- 1. Call to Order**
- 2. Roll Call**
- 3. Reading of the Call**
- 4. Pledge of Allegiance**
- 5. Minutes of 02/16/16 meeting**
- 6. Announcements**
- 7. Public Comment (3 minute limit)**
- 8. Correspondence**
  - Corporation Counsel legal opinion regarding Joint Meeting
- 9. Appearances**
- 10. Resolutions**
  - Res 04-2016 New and Continuing Supervisors' Training
  - Res 05-2016 Relating to the Green Lake County Emergency Response Plan
  - Res 06-2016 Designating the Week of April 11-15, 2016 as Work Zone Awareness Week in Green Lake County
  - \*Res 07-2016 Approving and Authorizing the Sale of County Owned Property in the City of Berlin
- 11. Ordinances**
  - Ord 06-2016 Rezone in the T-Brooklyn: Ellwyn & Donna Klingbeil
- 12. Committee Reports**
- 13. Committee Appointments**
- 14. Out of state travel – National Sheriff's Association and Highway Department**
- 15. Committees to Report on April 19, 2016**
- 16. Future Agenda Items for Action & Discussion**
- 17. Certificates of Appreciation: Jack Meyers, Debra Schubert, Maureen Schweder, Eugene Thom, and Michael Stoddard**
- 18. And such other business as may properly come before the Board of Supervisors**
- 19. Adjourn**

The several committees of the Board may also meet for the purpose of discussing or acting upon matters which are the subject matter of the meeting of the County Board of Supervisors.

Given under my hand and official seal at the Government Center in the City of Green Lake, Wisconsin, this 9th day of March, 2016

Margaret R. Bostelmann, Green Lake County Clerk

SEAL

# GREEN LAKE COUNTY

## *BOARD PROCEEDINGS*

### *REGULAR SESSION*

***February 16, 2016***

The Green Lake County Board of Supervisors met in regular session on Tuesday, January 19, 2016, at 6:00 PM in the County Board Room, Green Lake, Wisconsin.

The Board was called to order by Jack Meyers, Chairman.

Roll Called, Supervisors present – 17, Absent – Nick Toney-District 13, Joe Gonyo-District 16

<u>Supervisor</u>	<u>Supervisor Districts</u>
Jack Meyers	1
Vicki Bernhagen	2
Rich Slate	3
Paul Schwandt	4
Ben Moderow	5
Joy Waterbury	6
Michael Starshak	7
Patti Garro	8
David Richter	9
Sue Wendt	10
Harley Reabe	11
Maureen Schweder	12
Debra Schubert	14
Michael Stoddard	15
Joanne Guden	17
Richard Trochinski	18
Gene Thom	19

## READING OF THE CALL

### **NOTICE: GREEN LAKE COUNTY BOARD OF SUPERVISORS**

The Green Lake County Board of Supervisors will convene at the Government Center in the City of Green Lake, Wisconsin on Tuesday the 16th day of February, 2016 at 6:00 PM for the regular meeting of the Board. Business to be transacted includes:

CALL TO ORDER  
ROLL CALL

# DRAFT

To be approved at the March 15, 2016 meeting

READING OF THE CALL

PLEDGE OF ALLEGIANCE

MINUTES OF 01/19/2016 MEETING

ANNOUNCEMENTS

PUBLIC COMMENTS (3 minute limit)

CORRESPONDENCE

RECOGNITION OF SUPERVISOR MIKE STODDARD BY UW-EXTENSION COMMITTEE

APPEARANCES

RESOLUTIONS

- Res. 01-2016 Salary for County Clerk 2017-2020
- Res. 02-2016 Salary for Register of Deeds 2017-2020
- Res. 03-2016 Salary for County Treasurer 2017-2020

ORDINANCES

- Ord. 01-2016 Rezone in T-Mackford: Dennis J. Cotterill
- Ord. 02-2016 Rezone in T-Manchester: Rene A. Gellings
- Ord. 03-2016 Adoption of the Green Lake County Comprehensive Plan 2015
- Ord. 04-2016 Adoption of the Green Lake County Farmland Preservation Plan
- Ord. 05-2016 Amending Code of Green Lake County Chapter 159 Highways

2015 ANNUAL REPORTS

COMMITTEE REPORTS

- Administrative Committee – update on study regarding County Administrator position

COMMITTEE APPOINTMENTS

OUT OF STATE TRAVEL – Sarah Guenther, Register of Deeds and Margaret Bostelmann, County Clerk

COMMITTEES TO REPORT ON March 15, 2016

FUTURE AGENDA ITEMS FOR ACTION AND DISCUSSION

OTHER MATTERS AUTHORIZED BY LAW

AND SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE BOARD OF SUPERVISORS

- Discussion relating to Committee term limits
- Discussion relating to Child Support Agency remaining as a separate department or consolidating with another department and departmental structure.

ADJOURN

The several committees of the Board may also meet for the purpose of discussing or acting upon matters, which are the subject matter of the meeting of the County Board of Supervisors.

Given under my hand and official seal at the Government Center in the City of Green Lake, Wisconsin this 11<sup>th</sup> day of February, 2016.

Margaret R. Bostelmann  
Green Lake County Clerk

## PLEDGE OF ALLEGIANCE

1. The Pledge of Allegiance to the Flag was recited.

## MINUTES

# DRAFT

## To be approved at the March 15, 2016 meeting

- Minutes of January 19, 2016 were reviewed by the Board. **Motion/second (Starshak/Wendt)** to approve the minutes from January 19, 2016. All ayes. Motion carried.

### ANNOUNCEMENTS

- The next County Board meeting will take place on March 15, 2016 at 6:00 PM.

### PUBLIC COMMENTS (3 minute limit)

- None

### CORRESPONDENCE

- None

### RECOGNITION OF SUPERVISOR MIKE STODDARD BY UW-EXTENSION COMMITTEE

- Chairman Jack Meyers, UWEX Chairman Maureen Stoddard, and UWEX Department Head Nav Ghimire presented Supervisor Mike Stoddard with a plaque in recognition of his more than 25 years of service to the UW-Extension Committee. Stoddard was recognized by the Wisconsin Associated County Extension Committees Conference in September of 2015 for his dedication and leadership.

### APPEARANCES

- None

### RESOLUTIONS

- Resolution No. 01-2016 Salary for County Clerk 2017-2020. **Motion/second (Garro/Richter)** to adopt Resolution No. 01-2016. Discussion held. Roll Call vote on Motion to adopt – Ayes - 16, Nays – 1 (Schubert), Absent – 2 (Toney, Gonyo), Abstain – 0. Motion carried. Resolution No. 01-2016 passed as adopted.
- Resolution No. 02-2016 Salary for County Register of Deeds 2017-2020. **Motion/second (Richter/Trochinski)** to adopt Resolution No. 02-2016. Roll Call vote on Motion to adopt – Ayes - 17, Nays – 0, Absent – 2 (Toney, Gonyo), Abstain – 0. Motion carried. Resolution No. 02-2016 passed as adopted.
- Resolution No. 03-2016 Salary for County Treasurer 2017-2020. **Motion/second (Reabe/Guden)** to adopt Resolution No. 03-2016. Roll Call vote on Motion to adopt – Ayes - 17, Nays – 0, Absent – 2 (Toney, Gonyo), Abstain – 0. Motion carried. Resolution No. 03-2016 passed as adopted.

### ORDINANCES

# DRAFT

## To be approved at the March 15, 2016 meeting

11. Ord. 01-2016 Rezone in the Town of Mackford: Dennis J. Cotterill. **Motion/second (Slate/Garro)** to enact Ordinance No. 01-2016. Roll call vote Motion to enact Ordinance 01-2016 - Ayes – 17, Nays – 0, Absent – 2 (Toney, Gonyo), Abstain – 0. Ordinance No 01-2016 passed as enacted.
12. Ord. 02-2016 Rezone in the Town of Manchester: Rene A. Gellings. **Motion/second (Reabe/Starshak)** to enact Ordinance No. 02-2016. Roll call vote Motion to enact Ordinance 02-2016 - Ayes – 17, Nays – 0, Absent – 2 (Toney, Gonyo), Abstain – 0. Ordinance No 02-2016 passed as enacted.
13. Ord. 03-2016 Relating to the Adoption of the Green Lake County Comprehensive Plan 2015. **Motion/second (Starshak/Reabe)** to enact Ordinance No. 03-2016. Planning & Zoning Director Al Shute and Ken Jaworski of Martinson & Eisele explained the documents, including the Farmland Preservation Plan, and the process involved. Roll call vote Motion to enact Ordinance 03-2016 - Ayes – 17, Nays – 0, Absent – 2 (Toney, Gonyo), Abstain – 0. Ordinance No 03-2016 passed as enacted.
14. Ord. 04-2016 Relating to the Adoption of the Green Lake County Farmland Preservation Plan. **Motion/second (Reabe/Garro)** to enact Ordinance No. 04-2016. Roll call vote Motion to enact Ordinance 04-2016 - Ayes – 17, Nays – 0, Absent – 2 (Toney, Gonyo), Abstain – 0. Ordinance No 04-2016 passed as enacted.
15. Ord. 05-2016 Relating to Ordinance Amending the Code of Green Lake County Chapter 159 Highways. **Motion/second (Schwandt/Moderow)** to enact Ordinance No. 05-2016. Discussion held. Roll call vote Motion to enact Ordinance 05-2016 - Ayes – 14, Nays – 2 (Waterbury, Thom), Absent – 2 (Toney, Gonyo), Abstain – 1 (Starshak). Ordinance No 05-2016 passed as enacted.
16. Chairman Meyers and Al Shute thanked Ken Jaworski and Martinson & Eisele for their consulting services in compiling the Comprehensive Plan and the Farmland Preservation Plan.

### 2015 ANNUAL REPORTS

17. **Motion/second (Thom/Wendt)** to approve the 2015 annual reports. Discussion held regarding formatting and information included in the reports. Roll call vote on motion to approve – Ayes – 16, Nays – 1 (Waterbury), Absent – 2 (Toney, Gonyo), Abstain - 0. Motion carried.

### COMMITTEE REPORTS

18. Jack Meyers, Administrative Committee chairman, gave an update on the study currently underway in regard to a County Administrator position. Discussion held. Supervisor Waterbury requested that this be put on the March agenda for possible action in regard to which position the County Board wants to pursue.

### COMMITTEE APPOINTMENTS

# DRAFT

## To be approved at the March 15, 2016 meeting

19. Chairman Meyers appointed the following to the Family Resource Council: Lynn Mork, Courtney Kolb, and Katie Gellings; Candace Smith to the Health Advisory Committee; and John Gende to the Aging & Disability Resource Center (ADRC) Advisory Committee. *Motion/second (Guden/Garro)* to approve the appointments. All ayes. Motion carried.

### OUT OF STATE TRAVEL – Sarah Guenther, Register of Deeds and Margaret Bostelmann, County Clerk

20. Sarah Guenther, Register of Deeds, is requesting approval for out of state travel in May to Davenport, IA for the Fidler Educational Symposium. Margaret Bostelmann, County Clerk, is requesting approval for out of state travel in April to San Antonio, Texas for the State and Local Government Benefits Association conference. *Motion/second (Schwandt/Reabe)* to approve the out of state travel requests. All ayes. Motion carried.

### COMMITTEES TO REPORT ON March 15, 2016

21. To be determined

### FUTURE AGENDA ITEMS FOR ACTION & DISCUSSION

22. None

### SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE BOARD OF SUPERVISORS

23. Discussion held regarding Committee term limits.
24. Discussion relating to Child Support Agency remaining as a separate department or consolidating with another department and departmental structure.

### ADJOURN

25. *Motion/second (Stoddard/Starshak)* to adjourn. All ayes. Motion carried. Meeting adjourned at 7:25 PM.

Respectfully Submitted,

Liz Otto  
Deputy County Clerk

**RESOLUTION NUMBER 04-2016**

Relating to: **New and Continuing Supervisors' Training**

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 15<sup>th</sup> day of March, 2016 does resolve as follows:

**WHEREAS**, it is beneficial for new and continuing County Board Supervisors to acquire knowledge, and expectations of supervisors and an understanding of the duties required to serve on the several committees of the Green Lake County Board and be informed of the state statutes dealing with county government, and also the procedures of Green Lake County Board meetings;

**WHEREAS**, The Wisconsin Counties Association and University of Wisconsin Extension conduct New and Continuing Supervisor's Training that help new and continuing supervisors have a broader understanding of county government structure, forms of county government, and roles and responsibilities of a county supervisor;

**NOW, THEREFORE BE IT RESOLVED**, supervisor training will be held on the second Tuesday of April at 9 AM of the even numbered years in the County Board Room. Training will be under the direction of the Green Lake County Clerk. Presenters will explain the general duties and responsibilities of supervisors serving on county committees and boards;

**BE IT FURTHER RESOLVED**, that the County Board Chair may approve supervisors' requests to attend the New and Continuing Supervisors' Training conducted by the Wisconsin Counties Association and the University of Wisconsin Extension and authorize per diem, mileage and any other expenses per County policy.

**BE IT FURTHER RESOLVED**, this resolution supersedes any and all previous resolution relating to New and Continuing Supervisors Training and shall take effect on April 1<sup>st</sup> 2016.

Roll Call on Resolution No. 04-2016

Submitted by Administrative Committee:

Ayes , Nays , Absent , Abstain

/s/ Jack Meyers  
Jack Meyers, Chairman

Passed and Adopted/Rejected this 15<sup>th</sup> day of March, 2016.

/s/ David Richter  
David Richter, Vice-Chair

\_\_\_\_\_  
County Board Chairman

/s/ Harley Reabe  
Harley Reabe

\_\_\_\_\_  
ATTEST: County Clerk

/s/ Michael Starshak  
Michael Starshak

Approved as to Form:  
/s/ Dawn N. Klockow  
Corporation Counsel

/s/ Paul Schwandt  
Paul Schwandt



**RESOLUTION NUMBER 05-2016**

**Relating to the Green Lake County Emergency Management Response Plan**

The County Board of Supervisors of Green Lake County, Green Lake Wisconsin, duly assembled at its regular meeting begun on the 15<sup>th</sup> day of March, 2016, does resolve as follows:

**WHEREAS**, Section 323.13 (1)(b), of the *Wisconsin Statutes*, requires the Adjutant General of the Wisconsin Department of Military Affairs to develop and adopt a state plan of emergency management for the security of persons and property, subject to approval by the Governor of the State of Wisconsin; and,

**WHEREAS**, Section 323.14 (1)(a)(1), of the *Wisconsin Statutes*, requires the County Board of Supervisors of each Wisconsin County to develop and adopt an emergency management plan and program that is compatible with the state plan of emergency management required by Section 323.13(1)(b), of the *Wisconsin Statutes*; and,

**WHEREAS**, the Adjutant General has developed and adopted a state plan of emergency management for the security of persons and property, entitled the *Wisconsin Emergency Response Plan*, and Governor Scott Walker approved the *Wisconsin Emergency Response Plan* on November 14, 2011; and,

All of which is respectfully submitted this 15 day of March, 2016.

Roll Call on Resolution No. 05-2015

Submitted by Judicial and Law Enforcement Committee:

Ayes , Nays , Absent , Abstain

Passed and Adopted/Rejected this 15th day of March, 2016.

\_\_\_\_\_  
Gene Thom, Chairman

\_\_\_\_\_  
*/s/ Sue Wendt*

\_\_\_\_\_  
County Board Chairman

\_\_\_\_\_  
Sue Wendt, Vice-Chair

\_\_\_\_\_  
ATTEST: County Clerk  
Approve as to Form:

\_\_\_\_\_  
Michael Starshak

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Debra Schubert

**WHEREAS**, the Director of the Green Lake County Emergency Management Department, on behalf of the Green Lake County Board of Supervisors, has developed an emergency management plan and program; and,

**WHEREAS**, the Director of the Green Lake County Emergency Management Department has entitled the emergency plan and program that he has developed on behalf of the Green Lake County Board of Supervisors, the *Green Lake County Emergency Response Plan*; and,

**WHEREAS**, a copy of the *Green lake County Emergency Response Plan* is on file in the

Office of the Green Lake County Clerk, and may be reviewed there during normal business hours; and,

**WHEREAS**, the *Green Lake County Emergency Response Plan* is compatible with the *Wisconsin Emergency Response Plan*; and,

**WHEREAS**, the Green Lake County Judicial/Law Enforcement and Emergency Management Committee recommends that the Green Lake County Board of Supervisors adopt the *Green Lake County Emergency Response Plan* as the official emergency management plan and program for Green Lake County;

**NOW, THEREFORE, BE IT RESOLVED**, that the Green Lake County Board of Supervisors hereby adopts the Green Lake County Emergency Response Plan as the official emergency management plan and program for Green Lake County; and,

**BE IT FURTHER RESOLVED**, that Resolution 53-93 is hereby rescinded and Resolution 05-2016 replaces Resolution 53-93.

**BE IT FURTHER RESOLVED**, that the Green Lake County Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the East Central Regional Director of the Division of Wisconsin Emergency Management and to the Administrator of the Division of Wisconsin Emergency Management.



**GREEN LAKE COUNTY**  
**OFFICE OF EMERGENCY MANAGEMENT**

*Gary V. Podoll*  
Director

Office: 920-361-5416  
FAX: 920-361-5405

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**DATE:** February 26, 2016

**TO:** Green Lake County Judicial/Law Enforcement and Emergency Management Committee

**FROM:** Gary V. Podoll, Emergency Management Director

**SUBJECT:** Green Lake County Emergency Response Plan

The Green Lake County Emergency Response Plan is completed. The Plan is a very large document and in the Green Lake County Clerk's Office for your review. This plan breaks down the duties of County agencies in different emergency situations. All agencies that are in the plan and have helped develop it have a copy of the plan. The Green Lake County Emergency Response Plan replaces the Green Lake County Emergency Operations Plan, which was approved in 1993. The Green Lake County Emergency Response Plan coincides with the new Wisconsin Emergency Response Plan and also the Federal Plan. I am requesting that the Committee approve the plan and send it on to the County Board for final action.

If you have any questions you can phone me on my cell 920-290-2275.

Sincerely,

Gary V. Podoll  
Emergency Management Director  
Green Lake County



**WHEREAS**, annually, Wisconsin suffers approximately 1,600 accidents, 720 injuries, and 8 fatalities in work zones on average; and,

**WHEREAS**, the Federal Highway Administration has designated April 11 through April 15, 2016, as National Work Zone Safety Awareness Week,

**NOW BE IT RESOLVED**, by the Green Lake County Board of Supervisors that the week of April 11-15, 2016, be designated as Work Zone Awareness Week in Green Lake County.

**RESOLUTION NO. 07-2016**

**Relating to Approving and Authorizing the Sale of County owned Property in the City of Berlin**

The County Board of Supervisors of Green Lake County, Green Lake Wisconsin, duly assembled at its regular meeting begun on the 15<sup>th</sup> day of March, 2016, does resolve as follows:

**WHEREAS**, Green Lake County obtained ownership of approximately 0.1730 acres of real property in the City of Berlin via Quit Claim Deed from the City of Berlin; and,

**WHEREAS**, the County Clerk received a Vacant Land Offer to Purchase of the 0.1730 acres of property from David Brooks as set forth in the attached Vacant Land Offer to Purchase; and,

**WHEREAS**, The Property and Insurance Committee authorized the County Clerk and Corporation Counsel to submit a Counter Offer to the Vacant Land Offer to Purchase from David Brooks (See Counter Offer No. 1 attached hereto); and,

**WHEREAS**, Wis. Stats. §59.52 authorizes the County Board to sell county property; and,

**WHEREAS**, the sale of this property is in the public interest as it will put the property back on the tax rolls.

Roll Call on Resolution No. 07-2016

Submitted by Property & Insurance Committee

Aye \_\_\_\_, Nay \_\_\_\_, Absent \_\_\_\_, Abstain \_\_\_\_

/s/ Gene Thom  
Gene Thom, Chair

Passed & Adopted/Rejected this 15th day of March, 2016

\_\_\_\_\_  
Harley Reabe

\_\_\_\_\_  
County Board Chair

\_\_\_\_\_  
Patti Garro

\_\_\_\_\_  
Attest: County Clerk

\_\_\_\_\_  
Vicki Bernhagen

Approved as to form:

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Richard Trochinski

**NOW BE IT RESOLVED**, that the Green Lake County Board of Supervisors hereby approves and authorizes the sale of property to David Brooks, as set forth herein and in the attached Vacant Land Offer to Purchase and Counter Offer No. 1.

**NOW BE IT FURTHER RESOLVED**, that the Green Lake County Board of Supervisors hereby authorizes the County Clerk and the County Board Chair to execute all necessary documents to sell this property.

**WB-44 COUNTER-OFFER**

Counter-Offer No. 1 by (~~Buyer~~/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 2/29/2016 and signed by Buyer David G. Brooks<sup>W.</sup>  
2 for purchase of real estate at Lot One (1) of CSM 999 recorded on May 30, 1979 in  
3 vol. 4 of CSM for Green Lake City, rejected and the following Counter-Offer is hereby made.

4 CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple  
5 counter-proposal unless incorporated by reference.

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: \_\_\_\_\_

7 ~~Upon payment of purchase price, Seller shall convey the Property~~  
8 ~~by Quit Claim Deed~~

9 \_\_\_\_\_  
10 ~~Buyer shall pay all costs for closing, including but not limited~~  
11 ~~to, title evidence and closing fees.~~

12 \_\_\_\_\_  
13 ~~This offer to purchase is contingent on the approval of the~~  
14 ~~Green Lake County Board, which will be evidenced by a duly passed~~  
15 ~~resolution~~

16 \_\_\_\_\_  
17 ~~Closing within 90 days from County Board approval, contingent~~  
18 ~~upon the Buyer's purchase of the adjoining parcel listed in the~~  
19 ~~Vacant Land Offer to Purchase dated February 29, 2016. Time is~~  
20 ~~not of the essence for closing based upon the Buyer's contingency~~  
21 \_\_\_\_\_

22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 The attached none is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the  
31 Party making the Counter-Offer on or before 4:00 pm on March 10, 2016

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to  
33 Purchase, unless otherwise provided in this Counter-Offer.

34 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery  
35 as provided at lines 30-33.

36 This Counter-Offer was drafted by Attorney Dawn N. Klockow on March 2, 2016  
37 Licensee and Firm ▲ Date ▲

38 (x) Margaret Bostelmann 3/2/16 (x) Dawn 3-9-16  
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

40 Print name ▶ Margaret Bostelmann, County Clerk Print name ▶ David W Brooks

41 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲  
43 Print name ▶ \_\_\_\_\_ Print name ▶ \_\_\_\_\_

44 This Counter-Offer was presented by Attorney Dawn N. Klockow on 2/2/2016  
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  
48 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-  
49 Offer by specifying the number of the provision or the lines containing the provision. In transactions involving  
50 more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.



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

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ \_\_\_\_\_ ~~[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, David W. Brooks  
4 \_\_\_\_\_, offers to purchase the Property

5 known as [Street Address] See Addendum  
6 in the City of Berlin, County of Green Lake, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** Four Thousand  
9 \_\_\_\_\_ Dollars (\$ 4000.00).

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

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

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: None

16 \_\_\_\_\_  
17 \_\_\_\_\_

18 ■ **NOT INCLUDED IN PURCHASE PRICE:** Sellers Personal Property  
19 \_\_\_\_\_

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

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

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

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before March 31, 2016. Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.  
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

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

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

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

40 Seller's recipient for delivery (optional): Counsel for Green Lake County  
41 Buyer's recipient for delivery (optional): David W. Brooks

42  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
43 Seller: ( \_\_\_\_\_ ) \_\_\_\_\_ Buyer: ( 920 ) 379-7993

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

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

49 Delivery address for Seller: Green Lake County  
50 Delivery address for Buyer: 5411 Pleasant Cr Berlin WI 54923

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

55 E-Mail address for Seller (optional): \_\_\_\_\_  
56 E-Mail address for Buyer (optional): dbrooks@avroca-mfg.com

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

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

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those  
65 identified in the Seller's disclosure report dated \_\_\_\_\_, which was received by Buyer prior to  
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
67 and will be provided to buyer within 5 days of acceptance.

68 \_\_\_\_\_  
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than April 30, 2016  
71 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association  
74 assessments, fuel and no others

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

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

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

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

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

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

84

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

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

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
96 (written) (oral) **STRIKE ONE** lease(s), if any, are None

97 \_\_\_\_\_ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

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

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

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

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

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

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

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

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

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

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

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

#### 160 **DEFINITIONS**

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

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

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

188 (Definitions Continued on page 5)

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

190  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_

191 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage

192 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an

193 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years.

194 Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may

195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance

196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination

197 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount,

198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the

199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

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

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

202  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest

203 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per

204 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal

205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or

207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a

209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described

210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no

211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to

212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan

213 ~~commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall~~

214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of

215 unacceptability.

216 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide

217 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN

218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS

219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this

221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan

222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already

224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of

225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is

226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this

227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing

228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain

229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party

231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,

232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering

233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing

234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands

235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an

236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised

238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated

239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon

240 purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to

241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon

242 purchase price, accompanied by a written notice of termination.

243 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether

244 deadlines provide adequate time for performance.

**245 DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not  
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface  
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic  
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government  
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing  
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other  
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)  
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,  
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of  
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to  
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the  
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial  
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of  
273 ~~the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.~~
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that  
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county  
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
281 ~~Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under~~
- 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be  
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited  
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and  
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

**297 PROPERTY DEVELOPMENT WARNING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

370 **EARNEST MONEY**

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

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

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

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

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

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

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

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this  
413 Offer except: NO others

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

417 **TITLE EVIDENCE**

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

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

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

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

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 10 days after acceptance ("15" if left blank),  
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per  
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements  
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
443 objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
444 such event, Seller shall have a reasonable time, but not exceeding 10 days ("5" if left blank) from Buyer's delivery of the  
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for  
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the  
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
449 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum 'A'  
459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 I would like to make a offer of \$4000.00 to purchase, Lot 2 of CSM 999

528 Tax # 206-0325-0200.

529 This offer is contingent on the purchase of the adjoining property,

530 tax parcel # 206-0325-0000 owned by BCDC.

531 \_\_\_\_\_  
532 \_\_\_\_\_  
533 \_\_\_\_\_  
534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_

536 \_\_\_\_\_ on Feb. 29, 2016

537 (x) Dulvo Feb. 29, 2016  
538 Buyer's Signature ▲ Print Name Here ► Date ▲

539 (x) \_\_\_\_\_  
540 Buyer's Signature ▲ Print Name Here ► Date ▲

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

542 \_\_\_\_\_ Broker (by) \_\_\_\_\_

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

546 (x) \_\_\_\_\_  
547 Seller's Signature ▲ Print Name Here ► Green Lake Co Date ▲

548 (x) \_\_\_\_\_  
549 Seller's Signature ▲ Print Name Here ► Date ▲

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

551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

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

2/24/2016

• • •

David Brooks  
544 Pleasant Ct  
Berlin WI 54923

Marge Bostelmann  
Green Lake County

Buyer: David Brooks

Re: Lot 1 of CSM 999

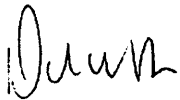
- Tax Parcel #: 206-0325-0200
- Owner: Green Lake County

---

I would like to make a formal offer to purchase the above mentioned property for a price of \$4000.00. I feel this is a fair and reasonable offer when taking into consideration that half of this property is in the flood fringe. This offer is contingent on the purchase of the adjoining property, tax parcel #206-0325-0000, owned by BCDC.

---

Sincerely



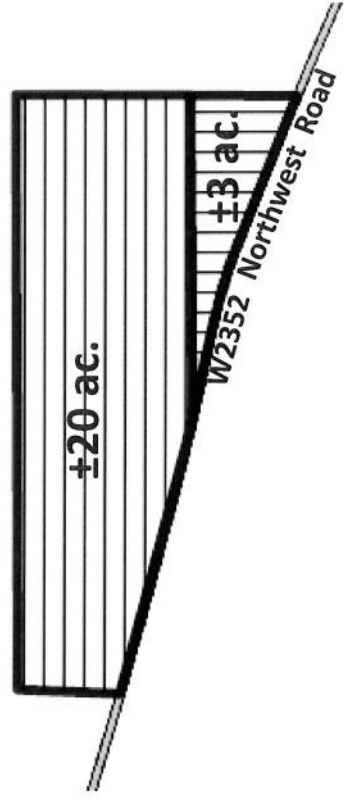
David Brooks



Ellwyn & Donna Klingbeil, Owners Ronald L. & Madeline Klingbeil, Personal Representatives  
W2352 Northwest Road, Parcel #004-00422-0000 & #004-00423-0100, Part of the  
NW¼ & SW¼ of Section 18, T16N, R13E, Town of Brooklyn, ±23.043 acres  
Rezone request from A-1 Exclusive Agriculture to A-2 General Agriculture

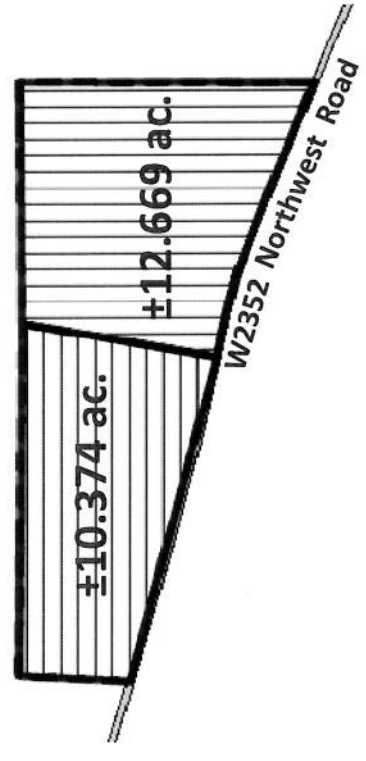
**Existing Configuration:**

**Parcel #004-00422-0000 (±20 acres)  
& Parcel #004-00423-0100 (±3 acres)  
A-1 Exclusive Agriculture Lands**



**Proposed Configuration:**

**Create two A-2 General Agriculture  
Lands**





571 County Road A • PO Box 586 • Green Lake, WI 54941-0586  
Ph. 920-294-4000 • Fax. 920-294-3850

March 9, 2016

Green Lake County Board of Supervisors  
Courthouse  
Green Lake, WI 54941

Re: Out of State Travel Sheriff Mark Podoll

Dear Supervisors,

With this letter I am requesting your permission to attend out of State training. The National Sheriff's Conference will be held ~~June 24 - June 29, 2016~~ in Minneapolis.

I have been on the committee for the National Sheriff's Institute on Education/Training since 2011.

The training is very comprehensive, covering all aspects of the duties and responsibilities for Sheriff's Offices.

Anticipated costs are as follows:

Registration -	\$575.00
Lodging -	\$840.00
Parking -	\$120.00
Travel -	\$ 52.00
Total	\$1,587.00

I will be absorbing all meal costs.

Please give this request your serious consideration and approval.

Sincerely,

Mark A. Podoll  
Sheriff

**Sheriff Mark A. Podoll**



ESTABLISHED 1898  
INCORPORATED 1917

**E. D. ETNYRE & CO., Oregon, Illinois 61061-9778**

1333 South Daysville Road • Phone 815/732-2116

Fax: Main Office 815-732-4277, Sales & Service 815-732-7400

Web Site: [www.etnyre.com](http://www.etnyre.com) • Email: [sales@etnyre.com](mailto:sales@etnyre.com)

December 14, 2015

TO: ETNYRE CUSTOMERS:

Etnyre Customer Operation and Trouble Shooting Seminar

Etnyre Customer Seminars New Schedules:

The 2016 Etnyre customer seminars are set. We have changed some things for '16 that will allow us to accommodate more customers with smaller groups. We feel this will give you, the customer, more one on one attention. We are trying to limit the number of people in each school, so please pay attention to the registration form and give us your 1st, 2nd and 3rd choices for the school you want to attend. If you are not flexible let us know that also. We will do what we can to give you your 1st choice but are limiting each school to 60 people.

The seminar will cover operation, trouble shooting, maintenance, and safety on our most recent model Distributors and most recent model Chipsreader, and of course we will answer specific questions on any Etnyre product.

The schedule will be:

April 05, 2016 Distributors	9:00 AM to 4:00 PM
April 06, 2016 Chipsreaders	9:00 AM to 4:00 PM
April 07, 2016 Distributors	9:00 AM to 4:00 PM
April 08, 2016 Chipsreaders	9:00 AM to 4:00 PM
April 12, 2016 Distributors	9:00 AM to 4:00 PM
April 13, 2016 Chipsreaders	9:00 AM to 4:00 PM

As always we want this school to be for you, so if you have any suggestions of items you want to see covered please feel free to comment.

One thing that we did not change is our "social hour". This year it is at Oak Lane of Oregon. We encourage everyone to join us for some good food/drink and fun in a relaxed setting.