

39.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2011-0112      Resolution      Public Hearing *Introduced*

Resolution approving the Offer to Purchase of approximately 0.48 acres of surplus City-owned property located at 96\*\* W. Schlinger Ave. (Tax Key No. 416-9991-000)

Introduced: 4/19/2011

Controlling Body: Public Works Committee

Sponsor(s): Gary T. Barczak

## ADOPT

### COMMITTEE RECOMMENDATION

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>APR 19 2011</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barczak	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Czaplewski	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Kopplin				
	<input type="checkbox"/>	<input type="checkbox"/>	Lajsic				
	<input type="checkbox"/>	<input type="checkbox"/>	Narlock				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reinke				
	<input type="checkbox"/>	<input type="checkbox"/>	Roadt	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Sengstock	<i>Excused</i>			<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Vitale				
<input type="checkbox"/>	<input type="checkbox"/>	Weigel	<input checked="" type="checkbox"/>				
		TOTAL		<u>4</u>			<u>1</u>

### SIGNATURE OF COMMITTEE MEMBER

*[Signature]*  
Chair      Vice-Chair      Member

### COMMON COUNCIL ACTION

## ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>APR 19 2011</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barczak	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Czaplewski	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Kopplin	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Lajsic	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Narlock	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reinke	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Roadt	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Sengstock				<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Vitale	<input checked="" type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	Weigel	<input checked="" type="checkbox"/>				
		TOTAL		<u>9</u>			<u>1</u>



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2011-0112**

**Final Action:**

APR 19 2011

**Sponsor(s):** Gary T. Barczak

Resolution approving the Offer to Purchase of approximately 0.48 acres of surplus City-owned property located at 96\*\* W. Schlinger Ave. (Tax Key No. 416-9991-000)

WHEREAS, the Director of Development has received interest from the owners of Allis Tool & Machine Corp, located at 645-47 S. 94 Pl., for approximately 0.48 acres of land for a future expansion; and,

WHEREAS, the City of West Allis does not have long-term plan or a public use for the said land; and,

WHEREAS, the City of West Allis's 2030 Comprehensive Plan calls for future land use of this area of the City to be "Industrial and Office;" and,

WHEREAS, the sale of land would add to the City's tax base providing property tax relief; and,

WHEREAS, the Plan Commission on December 8, 2010 declared the property to be surplus public property; and,

WHEREAS, a Class II Notice of Public Hearing on the proposed sale has been duly published and a Public Hearing was held before the Common Council on April 19, 2011; and,

WHEREAS, the Common Council authorizes the Director of Development or his designee to negotiate and determine all terms and conditions of sale, as well as execute all necessary documents to complete the sale of the subject property.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of West Allis, that the attached WB-13 Vacant Land Offer to Purchase in the amount of One Dollar (\$1.00) for approximately 0.48 acres of land, is hereby approved.

BE IT FURTHER RESOLVED that the Director of Development or his designee in consultation with the City Attorney, is hereby authorized to make substantive changes to the above vacant land Offer to Purchase, relative to all terms and conditions of sale, as well as execute all necessary documents relating to complete the sale of the subject property.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make substantive changes, modifications, additions and deletions to and from the various provisions of the

Offer to Purchase including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

Attachment: WB-13 Vacant Land Offer to Purchase

Cc Department of Development

DEV-R-635-4-19-11

**ADOPTED**

APR 19 2011



Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

**APPROVED**

4/25/11



Dan Devine, Mayor

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

1 **BROKER DRAFTING THIS OFFER ON** 03/18/2011 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~  
2 **GENERAL PROVISIONS** The Buyer, Schlinger 2000, LLC  
3 offers to purchase the Property known as [Street Address] 96 \*\*W.Schlinger Ave Tax Key # 416-9991-000  
4  in the City of West Allis, County of Milwaukee,  
5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:  
6 ■ **PURCHASE PRICE:** One  
7 \_\_\_\_\_ Dollars (\$ 1.00 ).  
8 ■ **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ none  
9 will be paid within na days of acceptance.  
10 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.  
11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of  
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,  
13 and the following additional items: none  
14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** personal property  
15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part  
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items  
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden  
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.  
19 ■ **ZONING:** Seller represents that the Property is zoned Industrial.  
20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on  
21 separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider  
22 whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.  
23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or  
24 before March 25, 2011. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.  
25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices  
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.  
27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with  
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),  
29 for delivery to the Party's delivery address at lines 31 or 33.  
30 Seller's recipient for delivery (optional): \_\_\_\_\_  
31 Seller's delivery address: 7525 West Greenfield Avenue  
32 Buyer's recipient for delivery (optional): \_\_\_\_\_  
33 Buyer's delivery address: 647 S. 94th Place  
34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.  
35 (3) By fax transmission of the document or written notice to the following telephone number:  
36 Buyer: ( 414 ) 453-1363 Seller: ( 414 ) 302-8401  
37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines  
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider an agreement  
39 which addresses responsibility for clearing the Property of personal property and debris, if applicable.  
40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said  
41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~  
42 lease(s), if any, are NA.  
43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or Seller or Title Company  
44 \_\_\_\_\_ no later than April 10, 2011, unless another date or place is agreed to in writing.  
45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,  
46 property owner's association assessments, fuel and NA -0-  
47 \_\_\_\_\_. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.  
48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on  
49 the net general real estate taxes for the preceding year) (NA -0-  
50 \_\_\_\_\_). ~~STRIKE AND COMPLETE AS APPLICABLE~~  
51 CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending  
52 reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.  
53 **PROPERTY CONDITION PROVISIONS**  
54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice  
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition  
56 Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer  
57 by reference ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and \_\_\_\_\_  
58 \_\_\_\_\_ ~~INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT~~.

59 A "condition affecting the Property or transaction" is defined as follows:

60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
61 or the present use of the Property;

62 (b) completed or pending reassessment of the Property for property tax purposes;

63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;

66 (f) conditions constituting a significant health or safety hazard for occupants of Property;

67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to  
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**  
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**

70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation  
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;

74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal  
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited  
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or  
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

81 (o) a lack of legal vehicular access to the Property from public roads;

82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or  
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,  
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other  
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**  
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property for a use other than the  
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning  
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should  
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special  
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need  
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies  
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in  
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed  
97 in these contingencies.

98 **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections  
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection  
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original  
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation  
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,  
103 which are hereby authorized.

104 **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.  
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory  
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or  
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose  
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of  
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests  
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall  
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for  
113 changes approved by Buyer.

114 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or  
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior  
116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair  
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall  
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this  
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards  
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a  
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal  
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**  
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated  
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered  
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt  
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving  
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.  
130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**  
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies  
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 PROPERTY ADDRESS: 96\*\* W. Schlinger Ave. Tax Key # 416-9991-000 [page 3 of 5, WB-13]

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

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

139 DATES AND DEADLINES Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines  
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal  
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries  
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are  
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the  
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,  
147 SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.

148 NA FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a \_\_\_\_\_  
149 INSERT LOAN PROGRAM OR SOURCE first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this  
150 Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,  
151 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_ .  
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private  
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed  
154 \_\_\_\_\_ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing  
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted  
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain  
157 the term and amortization stated above. CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.

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

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

163 LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and  
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other  
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan  
166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall  
167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER  
168 AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR  
169 APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

170 SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller  
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

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

179 ADDITIONAL PROVISIONS/CONTINGENCIES Buyer agrees to sell the southern 232 ft. of this to Masonary  
180 Restoraton Incorporated or their designee, for \$35,000 Thirtyfive Thousand Dollars to be closed  
181 within 60 Days of this property closing. Schlinger 2000 LLC and Masonary Restoration will share  
182 the cost of Certified Survey Map.

183 \_\_\_\_\_  
184 \_\_\_\_\_  
185 \_\_\_\_\_  
186 \_\_\_\_\_  
187 \_\_\_\_\_

188  ADDENDA: The attached Addendum A is/are made part of this Offer.

189 TITLE EVIDENCE

190 CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other  
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and  
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
193 restrictions and covenants, general taxes levied in the year of closing and \_\_\_\_\_

194 \_\_\_\_\_  
195 \_\_\_\_\_ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title  
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**  
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence  
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business  
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be  
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**  
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**  
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by  
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and  
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer  
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended  
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does  
 212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be  
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**  
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-  
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,  
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street  
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

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

## 222 **DEFAULT**

223 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  
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or  
 225 other legal remedies.

226 If Buyer defaults, Seller may:

- 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return

229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may:

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

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

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

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

## 242 **EARNEST MONEY**

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

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

247 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance  
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest  
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer  
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has  
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by  
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the  
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.  
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the  
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this  
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)  
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's  
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over  
 261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.  
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties  
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or  
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**  
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**  
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**  
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF  
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271  PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: Construction of a manufacturing  
272 Plant. This Offer is contingent upon Buyer obtaining the following:

273  Written evidence at (Buyer's) (Seller's) [STRIKE ONE] expense from a qualified soils expert that the Property is free of any subsoil  
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275  Written evidence at (Buyer's) (Seller's) [STRIKE ONE] expense from a certified soils tester or other qualified expert that indicates that  
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private  
277 septic system for: \_\_\_\_\_ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved  
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting  
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281  Copies at (Buyer's) (Seller's) [STRIKE ONE] expense of all public and private easements, covenants and restrictions affecting the  
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase  
283 the costs of the proposed use or development identified at lines 271 to 272.

284  Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance  
285 of such permits, approvals and licenses at (Buyer's) (Seller's) [STRIKE ONE] expense for the following items related to the proposed  
286 development \_\_\_\_\_.

287  Written evidence at (Buyer's) (Seller's) [STRIKE ONE] expense that the following utility connections are located as follows (e.g.,  
288 on the Property, at the lot line across the street, etc.): electricity X; gas X; sewer  
289 X; water X; telephone X; other NA.

290 This proposed use contingency shall be deemed satisfied unless Buyer within \_\_\_\_\_ days of acceptance delivers  
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each  
292 specific item included in Buyer's notice cannot be satisfied.

293  MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] a map of the Property prepared  
294 by a registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) [STRIKE ONE] expense. The map shall identify the legal  
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
296 if any, and: \_\_\_\_\_.

297 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features  
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying  
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**  
300 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially  
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier  
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy  
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304  INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at  
305 Buyer's expense, of the Property and \_\_\_\_\_

306 \_\_\_\_\_ which discloses no defects as defined below. This contingency shall be deemed satisfied  
307 unless Buyer within \_\_\_\_\_ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's  
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and  
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**

310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to  
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect  
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the  
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include  
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 03/18/2011 [date] by [Licensee and Firm] William Markee Midwest Real Estate.

316 (X) W.D. York William D. York 3-18-11  
317 Buyer's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

318 (X) \_\_\_\_\_  
319 Buyer's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

321 \_\_\_\_\_ Broker (By)  
322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND  
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH  
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (X) \_\_\_\_\_  
326 Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

327 (X) \_\_\_\_\_  
328 Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

329 This Offer was presented to Seller by \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

330 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED [See attached counter] \_\_\_\_\_  
331 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



**ADDENDUM A TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated March 18, 2011 (Offer), made by the undersigned  
2 Buyer with respect to the Property located at 96\*\*W.Schlinger Ave. West Allis, WI

3 \_\_\_\_\_, Wisconsin (Property).  
4 PARAGRAPHS PRECEDED BY A BOX (  ) ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM ONLY IF MARKED,  
5 SUCH AS WITH AN "X".

6 **LICENSEE DISCLOSURE OF PERSONAL INTEREST (NOT TO BE USED FOR RESPA DISCLOSURE PURPOSES)**

7  (Buyer) (Seller)  STRIKE ONE is a real estate licensee with \_\_\_\_\_  
8 and, if the Buyer, is purchasing the Property for (personal/speculation/investment)  STRIKE AS APPLICABLE  
9 purposes.

10  Licensee, \_\_\_\_\_ (Name), serving as a real  
11 estate agent in this transaction, is a relative of (Buyer) (Seller)  STRIKE AS APPLICABLE .

12  LICENSEE INTEREST IN BUYER/SELLER ENTITY. Licensee, \_\_\_\_\_ (Name),  
13 serving as a real estate agent in this transaction with the consent of the Parties to this Offer, which is hereby  
14 acknowledged, has the following interest in the (Buyer) (Seller)  STRIKE ONE entity (e.g., name of LLC,  
15 partnership, corporation, etc.) \_\_\_\_\_ .

16  **CLOSING OF BUYER'S PROPERTY CONTINGENCY**

17 This Offer is contingent upon the closing of the sale of Buyer's property located at \_\_\_\_\_  
18 \_\_\_\_\_ no later than \_\_\_\_\_ .  
19 Property is, or shall be within seven days of acceptance of this Offer, listed with \_\_\_\_\_  
20 \_\_\_\_\_, at a list price no greater than \_\_\_\_\_ .

21 Seller may keep this property on the market for sale and have the unrestricted right to accept by signature any secondary  
22 offer(s). If Buyer's property does not close on or before the closing date for this Offer or if an offer for Buyer's property becomes  
23 null and void for any reason, Buyer shall promptly notify Seller, and either Party shall have the right to declare this Offer null  
24 and void by written notice thereof delivered to the other Party.

25  **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY - NON-CONTINGENT / NO BUMP**

26 Seller acknowledges that Buyer has provided Seller with a copy of the offer to purchase on Buyer's property with proof  
27 that all contingencies are satisfied or removed, and which has a closing date on or before the closing date of this Offer.

28  **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY - CONTINGENT / NO BUMP**

29 Seller acknowledges that Buyer has provided Seller with a copy of the offer to purchase on Buyer's property  
30 which is subject to financing and \_\_\_\_\_,  
31 \_\_\_\_\_, and which has a closing date on or before the closing date of this Offer.

32  **CONTINUED MARKETING - WITH BUMP CLAUSE**

33 If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. This Offer  
34 shall be null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the  
35 Property unless Buyer prior to such notice or within \_\_\_\_\_ hours of Buyer's Actual Receipt of  
36 such notice, delivers to Seller one of the following:

37 (1) Written notice from Buyer that this Offer is not subject to the closing of Buyer's property and that Buyer is  
38 waiving all financing contingencies making this a cash Offer AND written verification from a financial institution  
39 or a third party in control of the funds that Buyer has sufficient funds necessary to close this transaction which are  
40 not contingent on the sale of Buyer's property; or (2) a copy of the offer to purchase on Buyer's property which  
41 has all contingencies, other than any financing contingencies, properly removed or satisfied AND written verification  
42 from a financial institution that buyer under said offer to purchase has been pre-approved for financing based on  
43 the following minimum criteria: satisfactory credit history, accepted offer terms and buyer debt ratios.

44 If the Buyer satisfies this requirement using (2) above, this contingency shall be deemed modified and shall be  
45 subject only to the successful closing of Buyer's property on or before the closing date in this Offer.

46 **NOTE:** Buyer may not unilaterally waive this contingency without complying with requirements (1) or (2) at lines 37-45, above.  
47 **STRIKE NEXT SENTENCE IF NOT APPLICABLE: Other than Buyer Financing Pre-approval letter, if**  
48 **applicable, Earnest Money and \_\_\_\_\_, all deadlines in this Offer**  
49 **which are measured from acceptance shall be measured from the time Buyer has complied with either**  
50 **requirement (1) or (2) above.**

51  **FINANCING PRE-APPROVAL**

52 Within seven days of acceptance of this Offer, Buyer shall provide Seller with written verification from a financial institution or  
53 mortgage broker that Buyer has been pre-approved for financing based on the following minimum criteria: satisfactory credit  
54 history, accepted offer terms and buyer debt ratios.

55 If Buyer does not make timely delivery of said pre-approval, Seller may terminate this Offer if Seller delivers a written notice  
56 of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written financing pre-approval.

57 **NOTE:** Pre-approval shall not be considered a final loan commitment.

58  **NA** **MAPS AND SURVEY**

59 **CAUTION: Consider cost and need for map features before selecting them.**

60  **NA** **PREVIOUS SURVEY MAP:** Buyer acknowledges receiving a copy of the (Boundary) (Certified)  **STRIKE ONE** survey  
 61 map that was prepared on \_\_\_\_\_ (Date) by \_\_\_\_\_  
 62 \_\_\_\_\_ (Name of Surveying Company) that includes this Property and is provided for informational purposes ONLY.

63  **NA** **SUBDIVISION PLAT:** Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and is  
 64 provided for informational purposes ONLY.

65 **CAUTION: THE ACCURACY OF INFORMATION CONTAINED IN THE ABOVE DOCUMENT(S) IS NOT**  
 66 **WARRANTED. LOT SIZE, LOCATION OF BOUNDARIES, PLACEMENT OF IMPROVEMENTS (if any), EXISTENCE**  
 67 **OF EASEMENTS, ELEVATIONS, ZONING, SOIL TYPE(S), OR OTHER FACTORS SHOULD BE VERIFIED BY AN**  
 68 **APPROPRIATE EXPERT (i.e. SURVEYOR, ENGINEER,) IF MATERIAL TO RECIPIENT OF THE DOCUMENT(S).**

69  **NA** **BOUNDARY SURVEY MAP:** This Offer is contingent upon (Buyer obtaining) (Seller providing)  **STRIKE ONE**  
 70 ("Buyer obtaining" if neither is stricken) a map of the Property prepared by a registered land surveyor within  
 71 \_\_\_\_\_ days of acceptance of this Offer, at (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if neither is  
 72 stricken) expense.

73 The Boundary Survey Map must have been prepared between the acceptance date and closing date in this Offer.  
 74 The map shall identify the legal description of the Property, the Property's boundaries and boundary line dimensions,  
 75 visible encroachments upon the Property, the location of improvements, if any, and also include:

- 76  staking of all corners of the Property;
- 77  identifying dedicated and apparent streets;
- 78  lot dimensions, and total acreage or square footage;
- 79  easements or rights-of-way;

80  
 81  **CERTIFIED SURVEY MAP (Buyer shall obtain) (Seller shall provide)  **STRIKE ONE** ("Buyer shall obtain" if**  
 82 **neither is stricken)** a Certified Survey approved by all applicable governmental authorities, in recordable form  
 83 acceptable to the applicable County Register of Deeds, no later than 4/5/2011 days after acceptance of this  
 84 Offer. Cost of survey shall be paid by (Buyer) (Seller)  **STRIKE ONE** ("Buyer" if neither is stricken).

85 If selected, the Boundary Survey Map or the Certified Survey Map contingency (or contingencies) shall show no significant  
 86 encroachment(s), boundary line disputes or any information materially inconsistent with any prior representations. If selected,  
 87 the Boundary Survey Map, and Certified Survey Map contingency (or contingencies) shall be deemed satisfied unless Buyer,  
 88 within the earlier of five days of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller,  
 89 and to listing broker if Property is listed, a copy of the map and a written notice which identifies the significant encroachment,  
 90 the boundary line dispute, or the information materially inconsistent with prior representations, in which case this Offer shall  
 91 be null and void upon written notice from Buyer, delivered to Seller and to listing Broker if property is listed.

92 **INSURABILITY OF PROPERTY**

93 Buyer is advised that the availability and cost of property and/or homeowners insurance may be determined by numerous  
 94 factors, including, but not limited to, buyer's credit history (credit score), buyer's insurance claims history, condition of property, the type  
 95 of electrical service on the Property, and the history of prior claims on the Property. The Parties acknowledge that real estate licensees  
 96 are not experts with respect to insurance and are advised to contact their insurance agent as to requirements for obtaining insurance.

97  **NA** Within seven days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller, and to listing broker  
 98 if Property is listed, written notice from a qualified third party determining that Property is un-insurable. Buyer to pay any costs  
 99 associated with this determination unless otherwise agreed in writing.

100 **NON-CONFORMING PROPERTY**

101 Buyer is informed that some properties are considered legal non-conforming properties which no longer conform to current  
 102 zoning due to changing building regulations, restrictions, and lot size requirements. Restrictions on non-conforming properties  
 103 may affect Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider special hazard  
 104 insurance if Property is non-conforming). Buyer is encouraged to contact the applicable municipal authorities regarding  
 105 existing zoning and building restrictions, potential future annexations and possible comprehensive plans, if these issues are  
 106 material to Buyer's decision to purchase.

107  **NA** Within seven days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller, and to listing broker  
 108 if Property is listed, written notice which includes a written determination from an applicable municipal authority determin-  
 109 ing that Property is non-conforming under current ordinance standards. Buyer to pay any costs associated with this determi-  
 110 nation unless otherwise agreed in writing.

111 **FLOODPLAIN / WETLANDS**

112 Buyer is aware that floodplain and wetland areas are difficult to identify, even when using available floodplain and wetland  
 113 maps. Buyer is encouraged to consult with appropriate government officials if such information is material to Buyer.

114  **NA** Within seven days of acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller, and to  
 115 listing broker if Property is listed, written notice from a qualified third party (including flood certification company provided by  
 116 lender) determining that Property improvements are located within a (100) one hundred year flood plain. Buyer to pay for any  
 117 floodplain evaluation costs unless otherwise negotiated herein.

118  **BASEMENT FUEL OIL TANKS CURRENTLY NOT IN USE**

119 The Buyer and Seller acknowledge that, as of the acceptance date of this Offer, there is an above ground or basement fuel  
120 oil tank on the property that is not currently being used and:

121  Buyer shall assume all responsibility including the cost, for the maintenance or removal of this tank after closing.

122  Seller, at Seller's expense, will have a qualified third party contractor remove the tank prior to closing and provide  
123 written confirmation of the tank removal (i.e., a paid invoice) no later than closing.

124 **CAUTION Lines 118-123 are ONLY intended for residential buildings with no more than two dwelling units. The parties are  
125 advised that buildings with more than two dwelling units are considered commercial dwellings for the regulation of fuel storage  
126 tanks and this section is not appropriate for commercial dwellings.**

127  **WAIVER OF HOME INSPECTION CONTINGENCY**

128 Buyer has been advised of the benefits of a home inspection as defined in the Offer, and hereby voluntarily waives the  
129 inclusion of a home inspection of the Property in this Offer.

130  **WAIVER OF TESTING CONTINGENCY**

131 Buyer has been advised of the benefits of testing as defined in the Offer, and hereby voluntarily waives the inclusion of any  
132 testing of the Property in this Offer.

133 **TESTING**

134 Unless otherwise specified, testing (including testing for Hazardous Substances, see lines 203-210) is prohibited without a  
135 testing contingency.

136  **TESTING CONTINGENCY**

137 This Offer is contingent upon (Buyer obtaining) (Seller providing)  ("Buyer obtaining" if neither is stricken)  
138 a current written report from a qualified third party documenting the results of the following test(s) conducted pursuant to  
139 applicable government or industry protocols and standards:

140  Radon with a result less than 4.0 picocuries per liter (pCi/L);

141  Other \_\_\_\_\_

142 \_\_\_\_\_

143 \_\_\_\_\_

144 within \_\_\_\_\_ days of acceptance of this Offer, at (Buyer's) (Seller's)  ("Buyer obtaining" if neither is stricken)  
145 expense. This testing contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's receipt  
146 of the test reports(s) or 2) the deadline for delivery of said report(s), delivers to Seller and to listing broker if Property is listed,  
147 a copy of the test report(s) which identifies Defect(s), and a written notice identifying the Defect(s) to which Buyer objects.  
148 Seller (shall) (shall not)  have the right to cure. (Seller "shall" if neither is stricken.). If Seller has right to cure,  
149 Seller may satisfy this contingency by: (1) delivering written notice to Buyer within ten days of Buyer's delivery of the Notice of  
150 Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering  
151 to Buyer a written report detailing the work done within three days prior to closing.

152 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:  
153 (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 not  
154 cure or (b) Seller does not timely deliver the written notice of election to cure.

155 A Defect is defined as per the Offer to Purchase and does not include structural, mechanical or other conditions the nature and  
156 extent of which Buyer had actual knowledge or written notice before signing the Offer.

157 **HOME WARRANTY PLAN: MARK OPTION WHICH APPLIES**

158  **NO:** The parties do not want a limited home warranty plan.

159  **HOME WARRANTY PLAN:** A limited home warranty plan for a term of one year shall be included, effective on the  
160 date of closing, provided the Property qualifies for the warranty plan. The cost of the home warranty shall not  
161 exceed \$ \_\_\_\_\_ and will be paid by (Buyer) (Seller)  ("Seller" if neither is stricken) at  
162 closing. The warranty plan will be provided by the (listing) (cooperating)  broker ("listing" if neither  
163 is stricken). Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered  
164 under the warranty plan.

165 **CLOSING AND ESCROW FEE(S)**

166 Buyer shall pay fees charged by the closing/escrow agent providing Buyer's Mortgage Closing Services. In the event an  
167 escrow is required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement and pay the  
168 fees charged by the escrow agent.

169 **Cash Closing:** If this is a cash closing (Buyer) (Seller)  ("Buyer" if neither is stricken) will pay the closing fee  
170 charged by the closing agent.

171  **SELLER'S CONTRIBUTION**

172 Seller shall give Buyer a credit at closing in the amount of \$ \_\_\_\_\_ to assist Buyer in purchase of the Property.

173 Buyer may use such funds for additional down payment, closing costs, pre-pays, escrows, or other fees allowed by Buyer's  
174 lender. Any funds deemed unusable by Buyer's lender/underwriter prior to closing shall be credited back to the Seller.

175 **NA APPRAISAL CONTINGENCY WITH RIGHT TO CURE**

176 This Offer is contingent upon the Buyer or a lender of Buyer's choice having the Property appraised by a Wisconsin licensed  
 177 or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an  
 178 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed  
 179 satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller, and to listing broker if Property is listed, a copy  
 180 of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price.  
 181 Seller may satisfy this appraisal contingency by delivering a written amendment to Buyer within \_\_\_\_\_ days of receipt of the  
 182 appraisal report, amending the agreed upon purchase price to match the appraised value. Buyer agrees to deliver an accepted  
 183 copy of this amendment to Seller and to listing Broker if property is listed, within \_\_\_\_\_ days of receipt of the amendment  
 184 from Seller. This Offer shall be null and void if Buyer makes timely delivery of the appraisal report and Seller either (a)  
 185 delivers notice that Seller will not change the price or, (b) Seller does not timely deliver the written amendment changing the  
 186 purchase price. Buyer and Seller agree to make other amendments to this Offer necessitated by this change in purchase price.  
 187 **NOTE:** Any Appraisal Contingency, other than the Appraisal Contingency at lines 175-186 in this Addendum A to the Offer to  
 188 Purchase is hereby stricken.

189 **PERSONAL PROPERTY**

190 All personal property included in this transaction is deemed to be of negligible value unless otherwise indicated in the Offer.  
 191 All personal property is transferred "as is" without any warranty as to condition or operation.

192 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS**

193 Real estate agent(s) may furnish a list of independent inspectors/testers to the Seller/Buyer. Unless provided in writing, no  
 194 representation has been made as to the competency of the inspectors/testers. The Party designated as responsible for  
 195 obtaining an inspection shall be solely responsible for determining the qualifications of the inspector/tester. In the event any  
 196 inspection or test is ordered on behalf of the Seller/Buyer by a broker in the transaction, the Parties agree to hold the broker  
 197 harmless for any damages or liability resulting from the inspection or test, other than that caused by the broker's negligence or  
 198 intentional wrongdoing. Buyer may receive copies of certain inspection, test, appraisal or other reports prepared for other  
 199 persons. Buyer should carefully review these reports to determine the age and purpose of the report and the standards of  
 200 practice followed by the individual preparing the report. It is recommended that Buyer have the Property inspected by a  
 201 Wisconsin registered home inspector or other qualified independent inspector/tester (for inspections/tests other than a "home  
 202 inspection").

203 **HAZARDOUS SUBSTANCES**

204 The parties are aware that the news media and other public information sources indicate that lead, arsenic, radium, solvents,  
 205 pesticides, radon gas, asbestos, lead-based paint, mold and other toxic substances and chemicals within a structure, or in  
 206 soils, or in public and private drinking water (see: <http://www.dnr.state.wi.us/org/water/dwg>), can cause serious health hazards.  
 207 Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant  
 208 health hazard, unless otherwise indicated on Seller's Real Estate Condition Report or other written disclosures provided to  
 209 Buyer. Buyer is encouraged to include in Buyer's Offer to Purchase inspection and testing contingencies with respect to these  
 210 substances and to consult with the appropriate experts if such condition(s) are material to Buyer.

211 **MUNICIPAL REPORT/CODE COMPLIANCE**

212 Seller agrees to provide Buyer, and Buyer's lender's closing agent if applicable, with a written statement verifying the status  
 213 of real estate taxes, current or planned special assessments, and other municipal charges affecting the Property, if such a  
 214 statement is available from the municipality in which the Property is located. This statement shall be provided prior to closing,  
 215 at Seller's expense. Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates  
 216 of Compliance, Occupancy Permits, and any other documents/approvals required at the time of sale by applicable municipal  
 217 code(s) including, but not limited to, documentation of compliance with Clear Water, Back Flow Protection, and Hard Surface  
 218 Driveway Ordinance requirements.

219 **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS**

220 Zoning and building restrictions affect the use of the Property. Annexations and comprehensive plans may affect the future  
 221 use or value of the property by influencing future development (residential, commercial, transit systems, storm water  
 222 management system, etc.) in the county and municipality. Buyer is advised that the municipality in which the Property is  
 223 located likely has existing zoning and building restrictions and may have a "Comprehensive Plan."

224 **SHARED DRIVEWAY**

225 If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense, providing Buyer  
 226 with a copy of a shared driveway agreement not less than five days before closing. The agreement shall provide that the  
 227 parties to the agreement share equally in the rights and obligations relating to the shared driveway, including use and  
 228 maintenance. This contingency shall be deemed satisfied unless Buyer, within five days of receipt of the agreement, delivers  
 229 to Seller and to listing broker if Property is listed, a written notice listing Buyer's specific objections to the terms and conditions  
 230 of the agreement. Upon receipt of said notice Seller shall have ten days to cure said objections and the time for closing shall  
 231 be extended accordingly. If the agreement is not of record, it shall be provided in recordable form, with recording fees to  
 232 Seller's expense.

233 **BUYER'S TITLE**

234 Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property (marital property, joint  
235 tenants, tenants in common, etc.). Wisconsin law prohibits real estate brokers from advising buyers regarding how title should  
236 be taken.

237 **NA LENDER REQUIRED REPAIRS**

238 If, as a condition of the mortgage commitment, the Buyer's lender requires repairs other than repairs which Seller has  
239 previously agreed to repair:

240 **NA** (Buyer) (Seller) **STRIKE ONE** shall be responsible for such repairs not exceeding \$ \_\_\_\_\_ .

241 **NA** (Buyer) (Seller) **STRIKE ONE** shall be responsible for the first \$ \_\_\_\_\_ of repair expenses

242 and the (Buyer) (Seller) **STRIKE ONE** shall be responsible for the next \$ \_\_\_\_\_ of repair expenses.

243 **NA** The Buyer and Seller shall be equally responsible for the total cost of repairs not to exceed \$ \_\_\_\_\_ in total.

244 **NA** \_\_\_\_\_

245 If total repair expenses exceed the amount specified, the Party (ies) responsible for the repair expenses may terminate this  
246 Offer by delivering written notice of the total repair expenses to the other Party.

247 **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS**

248 Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds  
249 acceptable. The parties acknowledge that real estate licensees are not experts with respect to construction techniques or  
250 building materials and the parties are advised to consult and rely on the opinions of appropriate experts. Buyer should be  
251 satisfied that Buyer knows how various factors will affect the Property, including, but not limited to, proximity to public  
252 transportation, airport overlay restrictions, airport noise, traffic noise, special health concerns of family members, vehicle or boat  
253 traffic, possible future assessments for public improvements, lake flies, ice shoves, manufacturing noise, area odors, existing  
254 or abandoned landfills and/or quarries, parks, public trails and other conditions. Buyer acknowledges that Buyer has made  
255 such independent inquires as Buyer deemed necessary concerning material factors. Buyer acknowledges that Buyer has not  
256 relied upon any statements or representations by Seller or any real estate agent regarding conditions or occurrences  
257 affecting the Property or transaction unless such statements or representations are contained in this Offer, are incorporated  
258 by reference into this Offer or have otherwise been provided to the Buyer in writing.

259 **INCLUSION OF OPTIONAL PROVISIONS**

260 For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been marked n/a or  
261 struck in their entirety, if any blank within any part of the optional provision has been filled in, then it shall be as if the  
262 appropriate box was also marked, thus including said optional provision with the Offer.

263 **ACKNOWLEDGEMENT OF TERMS**

264 The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials  
265 shall not constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

266 **CONFLICTING PROVISIONS**

267 Should any provision of this Addendum be in conflict with any provision of the Offer to Purchase or any other addenda to this  
268 Offer to Purchase, the provisions of this Addendum shall prevail.

269 **ADDITIONAL PROVISIONS/CONTINGENCIES:**

270 **None**  
271 \_\_\_\_\_  
272 \_\_\_\_\_  
273 \_\_\_\_\_  
274 \_\_\_\_\_  
275 \_\_\_\_\_  
276 \_\_\_\_\_  
277 \_\_\_\_\_  
278 \_\_\_\_\_

279 **READING / UNDERSTANDING:**

280 By initialing below all Parties acknowledge receipt of a copy of this Addendum and that they have read it carefully and fully  
281 understand it.

282 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE**  
283 **APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS**  
284 **OR ADEQUACY OF ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED**  
285 **TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY,**  
286 **APPROPRIATENESS OR ADEQUACY OF THE PROVISIONS OF THIS ADDENDUM.**

287 (X) WBY \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_  
288 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

**BROKER DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS**

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

2 **BROKER DISCLOSURE TO CUSTOMERS**

3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker  
4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide  
5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker owes you, the customer, the  
6 following duties:

- 7 ■ The duty to provide brokerage services to you fairly and honestly.
- 8 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 9 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless  
10 disclosure of the information is prohibited by law.
- 11 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is  
12 prohibited by law (**See Lines 47-55**).
- 13 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the  
14 confidential information of other parties (**See Lines 22-39**).
- 15 ■ The duty to safeguard trust funds and other property the broker holds.
- 16 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and  
17 disadvantages of the proposals.

18 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you  
19 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

20 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of  
21 a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

22 **CONFIDENTIALITY NOTICE TO CUSTOMERS**

23 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION  
24 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,  
25 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR  
26 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER  
27 PROVIDING BROKERAGE SERVICES TO YOU.

28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (**SEE LINES 47-55**).
- 30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION  
31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST  
33 THAT INFORMATION BELOW (**SEE LINES 35-36**). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER  
34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

35 **CONFIDENTIAL INFORMATION:** none

36  
37 **NON-CONFIDENTIAL INFORMATION** (The following information may be disclosed by Broker): none

38  
39 *(INSERT INFORMATION YOU AUTHORIZE THE BROKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)*

40 **CONSENT TO TELEPHONE SOLICITATION**

41 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may  
42 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we  
43 withdraw this consent in writing. List Home/Cell Numbers: (414) 302-8462

44 **SEX OFFENDER REGISTRY**

45 Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the  
46 Wisconsin Department of Corrections on the Internet at: <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

47 **DEFINITION OF MATERIAL ADVERSE FACTS**

48 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that  
49 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect  
50 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision  
51 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence  
52 that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce  
53 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information  
54 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or  
55 agreement made concerning the transaction.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

ORIGINAL

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

1 **BROKER DRAFTING THIS OFFER ON** 04/15/2011 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~

2 **GENERAL PROVISIONS** The Buyer, Schlinger 2000, LLC

3 offers to purchase the Property known as [Street Address] 96 \*\*W.Schlinger Ave Tax Key # 416-9991-000

4 in the City of West Allis, County of Milwaukee

5 Wisconsin. (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ **PURCHASE PRICE:** One

7 \_\_\_\_\_ Dollars (\$ 1.00 ).

8 ■ **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ none

9 will be paid within na days of acceptance.

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

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of

12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,

13 and the following additional items: none

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** personal property

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part

16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden

18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

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

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on

21 separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider

22 whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

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

24 before April 29, 2011. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

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

26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with

28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),

29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): \_\_\_\_\_

31 Seller's delivery address: 7525 West Greenfield Avenue

32 Buyer's recipient for delivery (optional): \_\_\_\_\_

33 Buyer's delivery address: 647 S. 94th Place

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: ( 414 ) 453-1363 Seller: ( 414 ) 302-8401

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines

38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider an agreement

39 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said

41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~

42 lease(s), if any, are NA

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or Seller or Title Company

44 \_\_\_\_\_ no later than May 15, 2011, May unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,

46 property owner's association assessments, fuel and NA -0-

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

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on

49 the net general real estate taxes for the preceding year) ( NA -0- ) ( ~~STRIKE AND COMPLETE AS APPLICABLE~~ )

50 \_\_\_\_\_ ) ( ~~STRIKE AND COMPLETE AS APPLICABLE~~ )

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**

52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice

55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

56 Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

57 by reference COMPLETE DATE OR STRIKE AS APPLICABLE and na

58 \_\_\_\_\_ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

59 A "condition affecting the Property or transaction" is defined as follows:

60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
61 or the present use of the Property;

62 (b) completed or pending reassessment of the Property for property tax purposes;

63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;

66 (f) conditions constituting a significant health or safety hazard for occupants of Property;

67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to  
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**  
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**

70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation  
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;

74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal  
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited to  
79 subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or  
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

81 (o) a lack of legal vehicular access to the Property from public roads;

82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or  
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,  
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other  
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**  
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property for a use other than the  
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning  
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should  
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special  
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need  
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies  
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in  
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed  
97 in these contingencies.

98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections  
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection  
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original  
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation  
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,  
103 which are hereby authorized.

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.  
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory  
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or  
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose  
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of  
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests  
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall  
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for  
113 changes approved by Buyer.

114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or  
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior  
116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair  
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall  
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this  
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards  
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a  
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal  
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**  
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated  
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered  
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt  
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving  
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.  
130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**  
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies  
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).



133 **PROPERTY ADDRESS:** 96\*\* W. Schlinger Ave. Tax Key # 416-9991-000 [page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)

135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: **NA**

136 \_\_\_\_\_ . If "Time is of the Essence"

137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does

138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding

140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines

141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal

142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries

143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are

144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the

145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**

147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

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

149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this

150 Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,

151 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_ .

152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private

153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed

154 \_\_\_\_\_ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing

155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted

156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain

157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

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

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

160 be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum

161 interest rate during the mortgage term shall not exceed \_\_\_\_\_ % . Monthly payments of principal and interest may be adjusted

162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and

164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other

165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan

166 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**

167 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**

168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**

169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

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

171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

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

173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies

174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then

175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this

176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall

177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness

178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer agrees to sell the southern 232 ft. of this to Masonary

180 Restoraton Incorporated or their designee, for \$35,000 Thirtyfive Thousand Dollars to be closed

181 within 60 Days of this property closing. Schlinger 2000 LLC and Masonary Restoration will pay

182 their portion of the cost of their Certified Survey Map. This offer is subject to the approval of

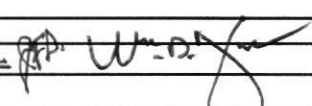
183 the City of West Allis at it's April 19, 2011 meeting. If the City fails to approve this offer,

184 then it shall become null and void. Prior to or at closing between Buyer and Seller, Buyer shall

185 enter in to a binding contract to Masonry Restoration or their designee on the terms set above.

186 \_\_\_\_\_

187 \_\_\_\_\_

188  **ADDENDA:** The attached \_\_\_\_\_ ~~Addendum A~~  is/are made part of this Offer.

189 **TITLE EVIDENCE**

190  **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other

191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and

192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use

193 restrictions and covenants, general taxes levied in the year of closing and \_\_\_\_\_

194 \_\_\_\_\_

195 \_\_\_\_\_ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title

196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**  
199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence  
201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business  
202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be  
203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**  
205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**  
206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by  
208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and  
209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer  
210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended  
211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does  
212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be  
214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**  
215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-  
216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,  
217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street  
218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

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

222 **DEFAULT**

223 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  
224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or  
225 other legal remedies.

226 If Buyer defaults, Seller may:

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

230 If Seller defaults, Buyer may:

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

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

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

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

242 **EARNEST MONEY**

243 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent  
244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.  
245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**  
246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance  
248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest  
249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer  
251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has  
252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by  
253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the  
254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.  
255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the  
256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this  
258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)  
259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's  
260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over  
261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.  
262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties  
263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or  
264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**  
265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**  
266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**  
267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: 96\*\* W. Schlinger Ave. Tax Key # 416-9991-000 [page 5 of 5, WB-13]

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF  
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271  PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: Construction of a manufacturing  
272 Plant

273  Written evidence at (Buyer's) (Seller's) STRIKE ONE expense from a qualified soils expert that the Property is free of any subsoil  
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275  Written evidence at (Buyer's) (Seller's) STRIKE ONE expense from a certified soils tester or other qualified expert that indicates that  
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private  
277 septic system for: \_\_\_\_\_ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved  
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting  
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281  Copies at (Buyer's) (Seller's) STRIKE ONE expense of all public and private easements, covenants and restrictions affecting the  
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase  
283 the costs of the proposed use or development identified at lines 271 to 272.

284  Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance  
285 of such permits, approvals and licenses at (Buyer's) (Seller's) STRIKE ONE expense for the following items related to the proposed  
286 development \_\_\_\_\_

287  Written evidence at (Buyer's) (Seller's) STRIKE ONE expense that the following utility connections are located as follows (e.g.,  
288 on the Property, at the lot line across the street, etc.): electricity X ; gas X ; sewer  
289 X ; water X ; telephone X ; other NA

290 This proposed use contingency shall be deemed satisfied unless Buyer within \_\_\_\_\_ days of acceptance delivers  
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each  
292 specific item included in Buyer's notice cannot be satisfied.

293  MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE a map of the Property prepared  
294 by a registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE expense. The map shall identify the legal  
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
296 if any, and: \_\_\_\_\_

297 \_\_\_\_\_ STRIKE AND COMPLETE AS APPLICABLE Additional map features  
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying  
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**  
300 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially  
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier  
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy  
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304  INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at  
305 Buyer's expense, of the Property and \_\_\_\_\_

306 \_\_\_\_\_ which discloses no defects as defined below. This contingency shall be deemed satisfied  
307 unless Buyer within \_\_\_\_\_ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's  
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and  
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**  
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to  
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect  
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the  
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include  
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 03/18/2011 [date] by [Licensee and Firm] William Markee Midwest Real Estate

316 (X) William D. York 4-26-11  
317 Buyer's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

318 (X) \_\_\_\_\_  
319 Buyer's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

321 NA Broker (By) Midwest Real Estate, Inc

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

325 (X) John F. Stibal 396005651 4-21-11  
326 Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

327 (X) \_\_\_\_\_  
328 Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

329 This Offer was presented to Seller by \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

330 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED [See attached counter] \_\_\_\_\_  
331 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲