

WB-13 VACANT LAND OFFER TO PURCHASE

Page 1 of 5

1 **BROKER DRAFTING THIS OFFER ON** _____ **[DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT)** **[STRIKE TWO]**
2 **[GENERAL PROVISIONS]** The Buyer, _____,
3 offers to purchase the Property known as [Street Address] Lot _____, Stoney Creek Meadow Subdivision
4 _____ in the Village of _____ Fredonia _____, County of _____ Ozaukee _____,
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:** _____ Dollars (\$ _____).
7
8 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____
9 will be paid within _____ 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: _____
14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** _____
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 _____.
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 _____. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**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: _____
32 Buyer's recipient for delivery (optional): _____
33 Buyer's delivery address: _____
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: (_____) Seller: (_____)
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 _____.
43 **[PLACE OF CLOSING]** This transaction is to be closed at the place designated by Buyer's mortgagee or Seller _____
44 _____ no later than _____, 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 _____
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)~~ **(in the manner described in Rider A** _____
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: [page 2 of 5, WR-12]

- 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. either Seller or

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. contingency period has lapsed

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).

*Failure by Buyer to notify Seller of a significant change in the condition of the Property at least three (3) days prior to closing shall be deemed
a waiver by Buyer of any rights it may have under Lines 114-121 below unless such damage occurs within three (3) days of closing.

133 **PROPERTY ADDRESS:**

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:

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 ☐ **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.** _____, upon request by Seller,

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** *If Buyer fails to provide Seller with such Notice within forty-five
 180 (45) days of the Acceptance Date, the contingencies continue in lines 146-178 shall be deemed
 181 satisfied.

182 _____
 183 _____
 184 _____
 185 _____
 186 _____
 187 _____

188 ☒ **ADDENDA:** The attached Rider A and all accompanying Exhibits thereto 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 any exception to title shown in the owner's
 194 policy title insurance as to which Buyer does not object or does not have grounds to object, and
 195 the Declaration or _____ (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.

Restrictions and present and future utility easements as provided in Rider A, all of which shall be deemed "Permitted Encumbrances."

within five (5) days after delivery of the title commitment

45

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[page 4 of 5, WB-13]

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 2 business
202 days before closing, showing title to the Property as of a date no more than 45 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 of 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: as provided in Lines 247-267
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.**

Title Company (all references in Lines 242-267 to
Broker with respect to the disbursement of earnest
money shall be considered as references to Title Company).

PROPERTY ADDRESS:

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

☐ PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of:

_____ This Offer is contingent upon Buyer obtaining the following:

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

☐ Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that 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 septic system for: _____ [insert proposed use of Property; e.g., three

bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved 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 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

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

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

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

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

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

_____. ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features 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 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

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

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

This Offer was drafted on _____ [date] by [Licensee and Firm] Joshua R. Welsh, Esq.

316 (X)

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 ▲

RIDER A

This Rider is attached to and incorporated by reference into the WB-13 Vacant Land Offer to Purchase dated _____, 2005 (the "Offer"), presented by _____ ("Buyer") to Lundman Development Corporation, a Wisconsin business corporation ("Seller") (Buyer and Seller sometimes collectively referred to herein as the "Parties").

The Offer and this Rider A (collectively, the "Agreement") shall together constitute and be construed as a single instrument. Accordingly, except as specifically modified by the terms of this Rider A, the terms of the Offer shall remain in full force and effect; any terms herein (capitalized or not) that are specifically defined in the Offer shall have the same definitions given to them, respectively, in this Rider A. Likewise, any terms used in this Rider A shall be so utilized in the Offer. In the event any provision in this Rider A conflicts with or contradicts any provision in the Offer, then the provision in this Rider A shall control the interpretation of the Offer and this Rider A together as a single instrument.

RECITALS

Seller is the owner of certain land more specifically described on Exhibit A attached hereto, and commonly referred to as the Stoney Creek Meadow Subdivision (the "Subdivision"), a residential subdivision located in the Village of Fredonia, Ozaukee County, Wisconsin (the "City"). Seller has received final plat approval from the City to divide lots within the Subdivision. Buyer desires to purchase the lot designated in the Offer (the "Property").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Acceptance Date. The term "Acceptance Date" shall mean the date on which the party making the last offer or counter-offer receives an executed copy of the other party's acceptance of such offer or counter-offer.
2. Closing. This transaction shall be closed at a place designated by Seller within the later of sixty (60) days after the Acceptance Date or fifteen (15) days after completion of Seller's Obligations (the "Closing Date"), or such earlier time as mutually agreed by the Parties.
3. Completion of Seller's Obligations. The Offer shall be contingent upon the installation of the electric, gas, sanitary sewer and cable connections and the placement of the first layer of blacktop on the roads in the Subdivision (collectively, "Seller's Obligations"). If Seller does not satisfy Seller's Obligations on or before December 31, 2005, either party may, at anytime thereafter, terminate this Agreement upon not less than fifteen (15) business days written notice to the other party. If such notice is given and Seller completes Seller's Obligations above within the fifteen (15) day notice period, then this Offer shall remain in full

force and effect. If such notice is given and Seller does not complete Seller's Obligations within the fifteen (15) day notice period, the Agreement shall be null and void and all earnest money shall be returned to Buyer.

4. Declaration of Homeowners Association and Restrictions. Buyer acknowledges that, among other things, the Subdivision will be subject to the Declaration of Homeowners Association and Restrictions of Stoney Creek Meadow Subdivision (the "Restrictions"), in substantially the same form as attached hereto as Exhibit B. Buyer's purchase of the Property will cause Buyer to become a member of the Stoney Creek Meadow Homeowners Association ("Homeowners Association"). Buyer acknowledges that the Restrictions include the right for Seller to establish various easements in the Subdivision. Seller reserves the right to reasonably amend or modify the Restrictions at any time prior to Closing, provided such amendments or modifications are either requested by a governmental body or are being made to correct an error in the Restrictions. If Buyer closes on the purchase of the Property, the Restrictions and any amendments thereto shall be deemed "Permitted Encumbrances" under Line 195 of the Offer. Buyer understands that the Restrictions may be subject to further amendment after Closing.

5. Lot Boundaries/Configuration. Buyer acknowledges having received a copy of the final plat of the Subdivision. Seller has physically marked the corners of the lot lines for the Property prior to the date of this Agreement. Buyer agrees to make his or her own inspection of the Property to confirm the location, size and configuration of the Property. If Buyer does not deliver to Seller written notice disputing such location, size and/or configuration on or before forty-five (45) days from the Acceptance Date, Buyer shall be deemed to have waived this contingency.

6. Subdivision Improvements and Utilities. Buyer acknowledges that Seller may be constructing roadways and sidewalks, and installing utilities and other Subdivision improvements after the Acceptance Date. These construction activities will cause Seller to have construction workers and equipment in the Subdivision and on the Property from time to time during such construction phase. The location of all utility easements will either be located as set forth on Exhibit A, or as otherwise determined by the utility company. Buyer understands that, based on current utility company practices, utility easements for the Subdivision may not be recorded prior to closing. Seller hereby expressly reserves the right, after the Acceptance Date, to dedicate such utility easements across any lands within the Subdivision as may be required by the utility company to service the lots in the Subdivision. Buyer is aware that construction of roadways, utilities and other subdivision improvements may not be complete prior to the Closing Date. If the roadways, utilities and other subdivision improvements are not completed prior to closing, Seller shall be deemed to have retained a temporary easement across the Property for purposes of completing such improvements. In addition, Buyer hereby agrees to cooperate with respect to the granting of any necessary easements to utility companies as may be required subsequent to closing.

7. Real Property Taxes. If the Property has not been separately assessed for real estate tax purposes in the year of closing, the proration for real estate taxes shall be determined by multiplying the total net real estate taxes for the Subdivision for the prior year by a fraction, the numerator of which is the square footage of the Property as indicated on Exhibit A, and the

denominator of which is the total square footage of all lots within the Subdivision as indicated on Exhibit A.

8. Subdivision Assessments. Lines 213-218 of the Offer shall relate only to special assessments imposed by municipal bodies and shall not apply to any assessments levied by the Homeowners Association.

9. Subsoil Testing. Subject to Seller's approval as set forth herein, Buyer shall have the right to conduct such soil tests on the Property as Buyer may deem appropriate, at Buyer's sole cost and expense. In the event of any such testing, Buyer shall restore the ground surface and the compaction, with verification of compaction by engineer's report, to the condition immediately prior to such test. In the event the results of any such testing disclose adverse subsoil conditions that would prohibit the construction of a house with a normal twelve-course basement without extraordinary extra expense, Buyer shall have the right, at Buyer's sole option, to declare this Agreement null and void and all earnest money shall be returned. This contingency shall be deemed satisfied unless Buyer provides Seller with written notice that this contingency has not been satisfied on or before 45 days from the Acceptance Date. To avoid interference with Seller's construction of Subdivision improvements and to avoid possible damage to the lot by unreasonable or unusual testing procedures, Buyer shall obtain Seller's approval prior to proceeding with any such soil testing, which approval shall not be unreasonably withheld. Seller has previously obtained a soil condition report for the Subdivision, and such report is available to Buyer upon request. Buyer understands that Seller is making no warranties or representations with respect to subsoil conditions, and the fact Seller delivers the Soil Condition Report shall not create or impose any liability on Seller for the information or representations in such report.

10. Hazardous Substances. Various governmental agencies and consumer groups have determined that the presence of certain hazardous, toxic or dangerous substances, wastes or materials, including petroleum products or asbestos (collectively, "Hazardous Substances") may be hazardous to the health of individuals who have been exposed to such Hazardous Substances. Seller is not making any warranties or representations in this Agreement that the Property is free from Hazardous Substances. Buyer has the right to perform any environmental assessment of the Property in one or more phases, including without limitation Phase I and/or Phase II environmental assessments, and the procurement and testing of soil, groundwater, or any other material located on the Property (collectively, the "Environmental Assessments") within 45 days from the Acceptance Date. This contingency shall be deemed satisfied unless Buyer provides Seller with written notice that this contingency has not been satisfied on or before forty-five (45) days from the Acceptance Date.

11. Indemnification. Buyer agrees to defend, indemnify and hold Seller harmless from any and all loss, cost, damage or expense, including, without limitation, costs of remediation of contamination of the Property and/or the Subdivision and reasonable attorneys' fees, resulting from any of Buyer's activities relating to the Property, including, without limitation, any activities relating to the testing/inspection/surveying of the Property. This indemnification shall survive Closing and nullification of this Offer as a result of any failure to satisfy any contingencies as set forth in this Agreement.

12. "As Is Conveyance". Anything herein to the contrary notwithstanding, Buyer acknowledges that Seller is providing no warranties or representations with respect to the Property or the Subdivision. Any and all other references to representations or warranties in the Agreement are hereby deleted. Buyer is purchasing the Property on an "As-Is, Where-Is" basis, together with all faults, with no representations or warranties of any kind, express or implied, either oral or written, made by Seller or any agent of Seller. Buyer acknowledges that the purchase price of the Property is based on the Property being sold "As-Is, Where-Is," and that the "As-Is, Where-Is" provision herein bars all warranty claims and tort claims, including without limitation, tort claims based on misrepresentation and nondisclosure or otherwise, relating to the condition of the Property against the Seller or any agent of the Seller. Buyer represents to Seller that Buyer is relying on his/her/its own independent investigation and inspection of the Property and is not relying on any representation or statement of Seller or any agent of Seller in purchasing the Lot.

13. Broker. Buyer and Seller acknowledge that neither has dealt with any real estate broker in connection with the purchase of the Property and the transaction contemplated herein, and no real estate brokerage commission is due to any other person in connection with such transaction as a result of any act by Buyer or Seller, or any of their representatives.

14. Assignment. Buyer and Seller may assign all of their right, title and interest in the Agreement to a third party provided that, in the case of Buyer, Buyer remains liable for all obligations and liabilities under the Agreement.

15. Additional Provisions.

A. All of the terms, covenants and conditions of the Offer shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns and beneficiaries in interest.

B. Each party hereto shall, without cost or expense to the other party, execute and deliver to or cause to be executed and delivered to the other party, such further instruments of transfer and conveyance as may be reasonably requested, and take such other action as a party may reasonably require to carry out more effectively the transactions contemplated herein.

C. The Offer and this Rider A may be executed in counterparts each of which shall be deemed as original and all of which together shall constitute one and the same instrument and executed copies which are transmitted by facsimile shall be binding on the party whose signatures appears on such facsimile copy.

D. The Offer constitutes the entire agreement between the parties and all prior statements and offers, if any, are hereby terminated. There shall be no modification, revision or amendment of the Offer unless the modification, revision or amendment is in writing and signed by Buyer and Seller.

E. The various terms, provisions and covenants contained in the Offer shall

be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder of the Offer.

F. The Offer shall be governed by, and construed in accordance with, the internal laws of the State of Wisconsin.

G. The parties to the Offer represent and warrant that the individuals executing the Offer and this Rider A are empowered to so act on behalf of each signatory. Buyer warrants and represents to Seller that he or she is entering into this Agreement to build a house and that any obligations incurred hereunder are strictly in the interest of Buyer's marriage or family. Regardless of whether Buyer's spouse is a signatory hereto.

IN WITNESS WHEREOF, the parties have executed this Rider A this ____ day of _____, 2005

SELLER:

BUYER:

Lundman Development Corporation

By: _____
Philip L. Lundman

By: _____

Date: _____

Date: _____

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EXHIBIT A

PRELIMINARY PLAT