

178th BOARD YEAR**LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL**

File No.	Rec/Ref:	To:	Title
178-O-074	11/27/23 11/27/23	LU	ORD: Approve Amendments To The Town Of Genesee Zoning Code To Repeal And Recreate Section 19 (A) Of The Town Of Genesee Zoning Code Relating To Accessory Uses And Structures (RZ134)
178-O-075	11/27/23 11/27/23	LU	ORD: Year 2023 Amendment To The Comprehensive Development Plan For Waukesha County (3B – Spheeris/Lakelands Inc., Town Of Oconomowoc)
178-O-076	11/27/23 11/27/23	LU	ORD: Amend The District Zoning Map Of The Waukesha County Shoreland Protection Ordinance And The Waukesha County Zoning Code For The Town Of Oconomowoc By Conditionally Rezoning Certain Lands Located In Part Of The S ½ Of The SE ¼ Of Section 20, T8N, R17E, Town Of Oconomowoc, Waukesha County, Wisconsin, From The A-T Agricultural Transition District To The R-2 Residential District (RZ125)
178-O-077	11/28/23 11/28/23	LU FI	ORD: Modify The Department Of Parks And Land Use-Land Information Systems Division 2024 Budget To Accept State Of Wisconsin Department Of Military Affairs/Office Of Emergency Communications Next Generation 9-1-1 (NG 9-1-1) Grant Funding And Appropriate Additional Expenditures
178-O-078	11/29/23 11/29/23	LU FI	ORD: Authorize Sale Of County Gravel Pit
178-O-079	11/22/23 11/28/23	JU	ORD: Create One Regular Full-Time Special Prosecutor, One Regular Full-Time Senior Administrative Specialist, And One Regular Full-Time Victim Witness Specialist In The District Attorney's Office With A Sunset Provision Of December 31, 2024

1 APPROVE AMENDMENTS TO THE TOWN OF GENESEE ZONING CODE TO REPEAL
2 AND RECREATE SECTION 19 (A) OF THE TOWN OF GENESEE ZONING CODE
3 RELATING TO ACCESSORY USES AND STRUCTURES
4 (RZ134)
5

6 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
7 this Ordinance was approved by the Genesee Town Board on October 10, 2023; and
8

9 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
10 Planning Commission, which recommended approval and reported that recommendation to the
11 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
12 as required by Section 60.62(3), Wis. Stats.
13

14 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
15 that the amendment to the Town of Genesee Zoning Code approved by the Town of Genesee
16 Town Board under Town of Genesee Ordinance No. 23-3, to repeal and recreate Section 19(A)
17 of the Town of Genesee Zoning Code relating to accessory uses and structures, and more
18 specifically described in the "Staff Report and Recommendation" on file in the office of the
19 Waukesha County Department of Parks and Land Use and made a part of this Ordinance by
20 reference RZ134, is hereby approved.
21

22 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
23 this Ordinance with the Town Clerk of Genesee.

COMMISSION ACTION

The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the text of the Town of Genesee Zoning Code, hereby recommends approval of **RZ134 (Text Amendment)** in accordance with the attached "Staff Report and Recommendation".

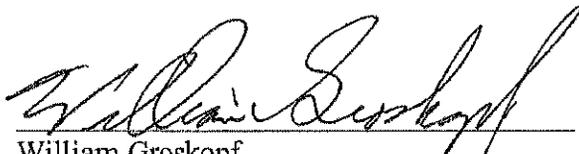
PARK AND PLANNING COMMISSION

November 16, 2023


James Siepmann, Chairperson


Robert Peregrine


Richard Morris


William Groskopf


Gary Szpara

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
TEXT AMENDMENT

DATE: November 16, 2023

FILE NO.: RZ134

TAX KEY NO.: N/A

APPLICANT: Town of Genesee Board
P.O. Box 242
Genesee Depot, WI 53127

NATURE OF REQUEST:

Repeal and recreate Section 19 (A) of the Town of Genesee Zoning Code relating to Accessory Uses and Structures.

PUBLIC HEARING DATE:

August 28, 2023.

PUBLIC REACTION:

There were a number of comments offered during two public hearing sessions. Many supported the proposed change to an accessory building footprint limitation. Some expressed support for a higher accessory footprint threshold of 3-5%. Others felt that the proposed 2% of lot area threshold for lots of one acre or more was a good limit. Others offered comments either in support or opposition of multiple story accessory buildings. One person was in favor of no size limit.

TOWN PLAN COMMISSION:

On September 26, 2023, the Town Plan Commission recommended approval of the proposed text amendments to the Town Board.

TOWN BOARD ACTION

On October 10, 2023, the Town Board approved proposed text amendments to the Town of Genesee Zoning Code.

COMPLIANCE WITH THE WAUKESHA COUNTY DEVELOPMENT PLAN (CDP) AND THE TOWN OF GENESEE LAND USE PLAN:

The town and county plans do not contain specific recommendations regarding accessory building size. However, the plans recommend environmental corridor preservation, and the proposed ordinance provides for limited building envelopes on such lots to further those recommendations.

STAFF ANALYSIS:

The Town of Genesee is proposing text amendments to the accessory structure provisions of the town zoning code. The existing accessory structure size provisions specify maximum building size (square footage) based upon a property's zoning district. The current code allows for larger buildings within larger minimum lot size zones. The town's smallest residential lot district currently allows for a maximum 500 square foot building, whereas the R-1 and EC districts allow for a 1,000 square foot maximum. Agricultural and rural type districts are currently permitted to have accessory structures equal to 2% of their lot area.

The proposed changes would transition to accessory building size being determined based upon lot size rather than zoning district across all zoning districts. Specifically, lots of less than ½ acre would be limited to 500

square feet, lots between ½ acre and 0.99 acres would be limited to 900 square feet and lots of one acre or more would be limited to 1,000 square feet or 2% of lot size, whichever is greater. The change would allow for larger buildings on most lots that are larger than one acre as compared to the current code. Both the existing and proposed code language requires that buildings larger than 1,600 square feet (roughly 40' x 40') must be reviewed by the town plan commission for a review of the development patterns within the surrounding area and consideration of the impact upon neighboring properties. There are also special exception provisions whereby owners may seek an increase in size as compared to the basic requirements.

STAFF RECOMMENDATION

The Planning and Zoning Division Staff recommends **approval** of this request.

The proposed changes recognize that lot sizes often exceed zoning district minimums. The changes transition accessory building size limits based upon lot size, which makes allowable accessory building area more equitable. Many property owners will have the ability to have larger buildings with the rule changes and the town has carefully considered other options and believes the proposed standards strike a balance in accommodating personal storage needs while ensuring that structure size does not cause aesthetic concerns for neighbors.

Respectfully submitted,

Jason Fruth

Jason Fruth
Planning & Zoning Manager

Attachments: Town Ordinance, No. 23-3

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ORDINANCE NO. 23-3**AN ORDINANCE TO AMEND THE ZONING
CODE FOR THE TOWN OF GENESEE**

WHEREAS, the Town of Genesee Town Board has been authorized to exercise Village powers pursuant to Wisconsin Statutes Section 60.10(2)(c); and

WHEREAS, the Town of Genesee Town Board has received approval of the Town Meeting to exercise Town zoning authority, pursuant to Wisconsin Statutes Section 60.10(2)(h), and Wisconsin Statutes Section 60.62(2); and

WHEREAS, the Town Board on March 23, 2015 adopted a zoning ordinance pursuant to Wisconsin Statutes Section 60.62(1), 61.35, and 62.23(7), and other applicable laws, and exercises such authority; and

WHEREAS, the Town Board's does hereby exercise its right to amend certain sections of the Town of Genesee Zoning Code which is subject to approval of the Waukesha County Board pursuant to Wisconsin Statutes Section 60.62(3); and

WHEREAS, the Town Board for the Town of Genesee has initiated this proposed zoning ordinance and has referred to the matter to the Town Plan Commission pursuant to Wisconsin Statutes Section 62.23(7)(d)(1)(a); and

WHEREAS, following the formation of tentative recommendations a public hearing was held by the Town Board upon due notice as required by Wisconsin Statutes Section 62.23(7)(d)(1)(a); and

WHEREAS, the Town Board has received a recommendation from the Town Plan Commission in favor of adopting the ordinance to amend a section of the Zoning Code for the Town of Genesee; and

WHEREAS, the Zoning Ordinance that is hereby adopted has been available for public inspection for not less than two weeks before its enactment, and shall be published as a code pursuant to Wisconsin Statutes Section 66.0103; and

WHEREAS, the Town Board of the Town of Genesee having carefully reviewed the recommendation of the Town Plan Commission, being fully informed and advised, having determined that all procedural requirements and notice requirements have been satisfied, having determined that the Zoning Ordinance is consistent with the recommendations found in the Town of Genesee Comprehensive Plan, having given the matter due consideration, and having based its determination on the effect of the adoption of such Zoning Ordinance on the health, safety and welfare of the community, and having given due consideration to such municipal issues as noise, dust, smoke and odor, and others, hereby determines that the Zoning Code adoption will be a benefit to, and will not be contrary to, the public health, safety and general welfare of the Town of Genesee.

NOW, THEREFORE, the Town Board of the Town of Genesee, Waukesha County, Wisconsin, DOES ORDAIN AS FOLLOWS:

SECTION 1

Repeal and Recreate Section 19 (A) Accessory Uses and Structures as Follows:

Section-19. Accessory Uses and structures.

(A) Size and location.

- (1) No accessory buildings shall be erected, structurally altered or placed on a lot in any district so that any portion thereof is closer than ten (10) feet to the principle building or other accessory buildings and structures on such lot unless it complies with all local building code requirements. All requests for accessory structures in excess of one thousand six hundred (1,600) square feet shall be submitted to the Town Plan Commission prior to the erection of the building and the Town Plan Commission may approve, conditionally approve or reject the request based upon the following standards. In reaching its decision, the Town Plan Commission shall consider the purposes of the Zoning Code, the extent to which the structure would exceed the limits of the Zoning District requirements and the development patterns in the surrounding area, and the structure might have on neighboring properties.

- (2) Square Footage and Number of Accessory Buildings
 - (a) In all Districts, the aggregate floor area of accessory buildings shall not exceed the maximum per lot square footage as outlined in the following table. Accessory buildings shall also not exceed the floor area ratio requirements for the applicable district. Temporary buildings shall be included in calculating the square footages for any lot.

<i>Lot Area</i>	<i>Accessory Building Maximum Size</i>
< 0.49 acres	500 square feet
0.50 to 0.99 acres	900 square feet
one (1) acre or more	1,000 square feet or 2% of Lot Size whichever is greater

(i) For parcels of three (3) acres or more in size in any zoning district other than the Environmental Corridor District, the accessory building areas may be greater than those requirements set forth in subsection 2(a), if the Town Board in its discretion, upon consideration of a recommendation from the Town Plan Commission, grants a special exception and makes all of the following findings:

1. That one or more rural accessory building(s) as defined herein, are located on the property;
2. That such rural accessory building(s) is (are) not a nuisance or detriment to the existing neighborhood;
3. That the property is in compliance with the floor area ratio requirements of the District in which it is located; and
4. That the total floor area of all accessory buildings, excluding the floor area of such rural accessory building(s), is in compliance with the requirements set forth in subsection 2(a).

(ii) Environmental Corridor District Accessory Buildings

1. For any size parcel in the EC Environmental Corridor District, the Town Plan Commission, may in its discretion, grant a special exception to the maximum square footage requirements for accessory building set forth in subsection 2(a) where all of the following criteria have been met:
 - a. The Zoning administrator determines that no more than 32,600 sq. ft. of land disturbance has or will occur for all structures, septic systems, driveways and parking areas, patios, decks, pools, lawns and play areas. For purposes of this Section, the areas of disturbance shall include any area where, due to development, the natural vegetation has previously been removed or land altering activities have previously occurred and areas where, due to any proposed accessory building(s), natural vegetation will be removed or land altering activities will occur.

- b. Only one accessory building will be allowed on a parcel which is entirely within the Environmental Corridor District.
 - c. The use of the accessory building is for personal use only by the person(s) occupying the subject parcel.
 - d. The location of the proposed accessory building is not high-quality environmental corridor or wildlife habitat area. The Town Plan Commission may require the applicant to provide an environmental assessment by a qualified professional as to the impact the proposed accessory building and any associated vegetative disturbance or land altering may have on the environmental quality of the corridor.
- (iii) On parcels of 15-acres or more, in area, the building areas may be greater than those set forth in subsection 2(a) when used solely for agricultural purposes and when consistent with the floor area ratio requirements of the Zoning Code.

SECTION 2: SEVERABILITY.

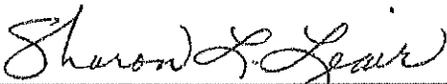
The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication as a Code of Ordinances pursuant to Wisconsin Statutes Section 66.0103, immediately upon the approval of the Waukesha County Board of Supervisors pursuant to Wisconsin Statutes Section 60.62(3).

Dated this 10th day of October, 2023.

TOWN OF GENESEE


Sharon L. Leair, Town Chairman

ATTEST:


Meri Majeskie, Clerk-Treasurer

Published and/or posted this 11 day of October, 2023.

YEAR 2023 AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY
(3B – SPHEERIS/LAKELANDS INC, TOWN OF OCONOMOWOC)

1 WHEREAS, on February 24, 2009, the Waukesha County Board of Supervisors in Enrolled
2 Ordinance No 163-81, approved a Comprehensive Development Plan for Waukesha County; and
3

4 WHEREAS, said Comprehensive Development Plan for Waukesha County provides for annual
5 update and amendment procedures; and
6

7 WHEREAS, on August 17, 2023, the Waukesha County Park and Planning Commission held a
8 Public Hearing to receive testimony on proposed changes to the Comprehensive Development
9 Plan for Waukesha County; and
10

11 WHEREAS, the staff has identified in a “Staff Report and Recommendation” dated November
12 16, 2023, a summary of the town Public Hearing comments and a Staff Recommendation for the
13 proposed change to the Comprehensive Development Plan for Waukesha County; and
14

15 WHEREAS, the “Staff Report and Recommendation” has been reviewed by the Waukesha
16 County Park and Planning Commission on November 16, 2023, and a recommendation was
17 reported to the Land Use, Parks and Environment Committee and the Waukesha County Board
18 of Supervisors as required in the Comprehensive Development Plan for Waukesha County.
19

20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
21 that the following amendment is hereby **approved** to the Year 2035 Comprehensive
22 Development Plan for Waukesha County.
23

24 3. In the Town of Oconomowoc, the following request is being made:
25

- 26 B. **Jon Spheeris**, 175 E. Wisconsin Ave., Suite A, Oconomowoc, WI, 53066,
27 representing property owned by **Lakelands, Inc.**, W296 S7739 Crossgate Drive,
28 Mukwonago, WI, 53149-8774, requests property located in part of the S ½ and SE
29 ¼ of Section 20, T8N, R17E, Town of Oconomowoc (Tax Key No. OCOT
30 0512.994), be amended from the Rural Density and Other Agricultural Land
31 category (5.0 to 34.9 acres of area per dwelling unit or equivalent density) to the
32 Low Density Residential category (20,000 sq. ft. to 1.4 acres of area per dwelling
33 unit), to allow for the development of a single-family residential subdivision.
34

35 BE IT FURTHER ORDAINED that a more detailed description and map of the aforementioned
36 amendment is on file in the office of the Waukesha County Department of Parks and Land Use.
37

38 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
39 this Ordinance with the Town Clerk of Oconomowoc.

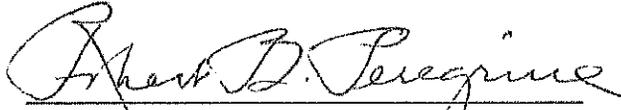
COMMISSION ACTION

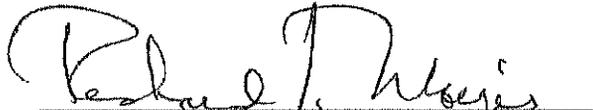
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance entitled "Year 2023 Amendment to the Comprehensive Development Plan for Waukesha County, (3B – Spheeris_Lakelands Inc.) hereby recommends approval.

PARK AND PLANNING COMMISSION

November 16, 2023


James Siepmann, Chairperson


Robert Peregrine


Richard Morris


William Groskopf


Gary Szpara

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION FOR A YEAR 2023 AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY
3(B) JON SPHEERIS/LAKELANDS, INC.,
TOWN OF OCONOMOWOC

DATE: November 16, 2023

PUBLIC HEARING DATE:
Thursday, August 17, 2023, 1:00 p.m.

REQUEST:
3(B) In the Town of Oconomowoc, the following request is being made:

Jon Spheeris, 175 E. Wisconsin Ave., Suite A, Oconomowoc, WI, 53066, representing property owned by Lakelands, Inc., W296 S7739 Crossgate Drive, Mukwonago, WI, 53149-8774, requests property located in part of the S ½ and SE ¼ of Section 20, T8N, R17E, Town of Oconomowoc (Tax Key No. OCOT 0512.994), be amended from the Rural Density and Other Agricultural Land category (5.0 to 34.9 acres of area per dwelling unit or equivalent density) to the Low Density Residential category (20,000 sq. ft. to 1.4 acres of area per dwelling unit), to allow for the development of a single-family residential subdivision.

EXISTING LAND USE CATEGORY:
Rural Density and Other Agricultural Land category.

PROPOSED LAND USE CATEGORY
Low Density Residential category.

PUBLIC REACTION:
None.

TOWN ACTION:
On October 16, 2023, the Town of Oconomowoc Plan Commission approved the request to amend the Town of Oconomowoc Land Use Plan maps from the Rural Density and Other Agricultural Land category to the Low Density Residential category, with a recommendation to the Town Board of the same.

On October 16, 2023, the Town Board approved the request to amend the Town of Oconomowoc Land Use Plan maps from the Rural Density and Other Agricultural Land category to the Low Density Residential category.

STAFF ANALYSIS:
The petitioner is proposing to amend from the Rural Density and Other Agricultural Land category to the Low-Density Residential category, to allow for the development of a single-family residential subdivision. The petitioner has submitted a concept plan for a 23 lot, single-family residential development on approximately 39.3 acres located on N. Lake Road and Lac La Belle Drive (see Exhibit A).

The property to the east and properties abutting Lac La Belle are also located in the Low-Density Residential category. Properties located to the south are in the High Density Residential and Medium Density Residential categories. There are two subdivisions developed in the late 1990's

to the north and west, (Woodlake and Woodlake Preserve) which are in the Rural Density and Other Agricultural Land category. At that time, the County had a townwide density banking system for the Rural land use category which is no longer utilized. The rural areas were calculated on a townwide basis and there was a calculation of all the agricultural, natural resource lands, etc. The method was complex to keep up with and was since discontinued. That system allowed property to the west to be developed in a similar manner to the proposal.

The petitioner originally submitted a concept plan with 24 lots, which has since been reduced to 23 lots, per staff recommendations. The concept is subject to change with regard to the subdivision layout and/or number of lots. The property is east of Woodlake subdivision and south of Woodlake Preserve subdivision. The lots would be served by private well and septic, likely mound systems. The proposed overall density would be 1.7 acres per dwelling unit, which is consistent with the surrounding residential developments.

The property has variable topography, with the site generally sloping from east to west. There are limited areas of steep slopes, primarily on the east side of the property adjacent to N. Lake Road. There are two internally drained kettles, one of which will be utilized as a primary source to contain stormwater runoff. There is a large, mapped wetland complex on the northwest corner of the property which will be preserved in an Outlot. There are several other small wetland pockets which are also proposed to be preserved on Outlots. A small area of Environmental Corridor exists on the southeast corner of the property which will also be preserved.

The GIS indicates that certain areas of the property have soil types known to contain seasonal high groundwater. Preliminary soil tests show wet soil conditions and neighboring residents also expressed concerns about wet soils and wanted to ensure that the project would not adversely affect their drainage. Additional soil tests will be required to ensure each lot is suitable for an on-site private septic system as well as meeting required basement separation standards. Stormwater management requirements and/or basement separation requirements could result in layout changes or further reduction of the lot count.

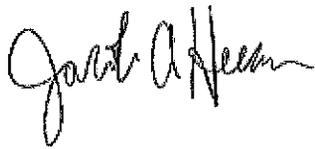
Town and County staff met with the Developer and Project Engineer after the public hearing for the proposed change to the Town's Development Plan after residents raised concerns over high groundwater and wet soil conditions. The Project Engineer indicated that the majority of the homes will have fully exposed basements which will utilize gravity drain systems. Stormwater run-off will be captured on-site and may improve drainage for the surrounding neighbors as compared to the current runoff condition. Stormwater management will be further refined during the plat review process. The Land Resources Division and Town Engineer are confident that application of town and county codes will ensure that adverse conditions will not be created. An Engineering report prepared by the project engineer is attached as Exhibit B.

The development has proposed access off of N. Lake Road and Woodlake Circle. A Certified Survey Map was recorded in 1983 creating several lots west of the proposed development. The Certified Survey Map also dedicated Outlot 1 for roadway purposes which today is Woodlake Circle. An unimproved roadway stub was also included which would link the proposed development to Woodlake Circle. The Town and Developer both relayed that it was always the intent for roadway to be extended. The Town Engineer will review the connection of N. Lake Road for sight distance requirements. The Town Engineer concurs with the developer's engineer that a proposed new intersection on N. Lake Road will be a safer condition for neighbors to the west than the existing Lac La Belle Dr/N. Lake Road intersection just to the south.

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be **approved**. The amendment would bring the property into a category that is consistent with the surroundings. The proposed density would align with similar densities in the area and provide infill development near and adjacent to existing neighborhoods. The proposed concept plan generally avoids disturbance of steep slope areas and proposes to contain wetlands and environmental corridors in undevelopable Outlots. Stormwater management and off-site drainage will be fully reviewed, pursuant to the Waukesha County Stormwater Management Ordinance as part of the subdivision review.

Respectfully submitted,



Jacob Heermans

Senior Land Use Specialist

Attachments:

- Exhibit A
- Exhibit B
- Map

N:\PRKANDLU\Planning and Zoning\Waukesha County Land Development Plan\STAFF REPORT AND RECOMMENDATION\2023\3B Spheeris_Lakelands, Inc oct.docx

Exhibit A



EXHIBIT A

REVISION	DATE	REMARKS

SCALE: 1" = 120'

DATE: 11/27/23

PROJECT: CONCEPTUAL LAND USE PLAN (2023)
 BUTCHART PROPERTY, SPHREERIS DEVELOPMENT
 TAX KEY # OCOT 0512994
 SE 1/4, S20, T8N, R17E, TOWN OF OCONOMOWOC

PROJECT # 22-3481
 SHEET #

LAKE COUNTRY ENGINEERING, INC.
 Consulting Engineers - Surveyors
 970 S. Shaw Lane Street, Suite 102, Oconomowoc, WI 53066
 Phone: (262) 569-9311 Fax: (262) 569-9316 Date: September 28, 2023

Exhibit B

LAKE COUNTRY ENGINEERING, INC.

Rob Davy, P.E.

Development Plan Narrative
Butchart Lands, TK# OCOT0512994
Town of Oconomowoc, Waukesha County, WI

Project No: 22-3481

September 29, 2023

The Butchart Lands proposed project is to add 23 residential lots to a 39.1-acre parcel with 1.81 acres of wetlands and 1.40 acres of P.E.C. (Exhibit A).

The first item is location of the subdivision road where it intersects with N. Lake Drive. On September 18, 2023, a mark was painted on the side of N. Lake Drive where this new Center Line will be located. Pictures were taken in both directions of cars approaching this point (Exhibit B). The pictures included show cars approaching the intersection from both the north and south direction; the cars could be seen the entire distance needed to meet the sight distance requirements. At preliminary plat time we will demonstrate (using actual grades located on the road and a plan profile) that this intersection meets the AASHTO requirements for sight distance at intersections.

The second item is the storm water design of the site. The site generally has 4 discharge points. One to the Northeast, one to the Southwest, and one to the Northwest, and one in the North Middle.

Over half of the area on this property will drain to the wetlands in the Southwest corner of the property, and a majority of this area drains to an isolated kettle on-site. In theory, we would have wet pond fore bay draining into an infiltration cell. With the presence of the high ground water at times, the infiltration cell would need to get the overburden (silty and sandy clay) removed and replaced with sand and very fine sand excavated from the wet pond. This would create an infiltration layer where the storm water will drain into the existing sand and very fine sand layer where the ground water is currently flowing underground to the wetlands in the Southwest corner of the site where it flows into a wetland's complex west of S. Woodlake Road and eventually into Lac LaBelle.

The Northeast and Northwest drainage areas will have a similar design with the storm water from the Northwest drainage area flowing into the isolated wet kettle in that corner, and storm water from the Northeast flowing through an existing 24" concrete culvert and into the wetlands in the Northeast corner of the property.

The storm water flowing off the site in the North Middle of the site will be limited to just parts of the homes and rear yard grass of the lots to keep the storm water flows the same or less than the storm water currently flowing there.

Please note that per the County ordinance a development once completed can not discharge any more storm water under proposed conditions than what was being discharged under existing conditions.

Also note that a subdivision like this one with 30,000 sq.ft. lots, a minimal road pattern, and over 17.5 of the 39.1 acres of outlot that will be primarily grass, in theory, will generate less overland storm water than a row cropped field.

The third item is how the new storm water BMP's will affect the existing homes on Lac LaBelle Drive.

Using the existing topo information to estimate the ground grade at each house, then visibly looking to estimate how much of their foundations is sticking out of the ground and using a 9' foundation wall, I calculated the approximant basement elevation of each house (see Exhibit D). The lowest basement elevation was calculated to be 862+/- . The soil boring in the bottom of the kettle is at 861.63 and the ground water estimated at 852.4 from the soil test performed at this location.

Note that the wetlands west of this location is at an elevation 855 or lower. The basements at the western end of Lac LaBelle Drive are above the ground water.

One of the areas of concern is at the eastern end of Lac LaBelle Drive where there are delineated wetlands in the middle of the field. The estimated ground water at this point is 869.3, approximately 3' above the basement to the south of this location. The objective here will be to create a swale leading the water from this area and into the bottom of the kettle where it will be captured in the storm water BMP created and away from the properties to the south.

Another swale created in the outlot behind Lots 21 and 22, above the proposed 100-year storm elevation of the kettle in this outlot, but below the existing 100-year frozen flood elevation of the existing kettle, to ensure the neighbors to the south are not flooded during a spring thaw.

The fourth item is in the Northwest corner of the site were there is an isolated kettle with wetlands in it. This kettle extends off site. The highest low point (emergency overflow) of this kettle is approximately 866.5 and the flow path is shown in blue arrows in Exhibit D.

The existing 100-year frozen flood elevation of this isolated kettle will be calculated and the storm water design will need to make sure the proposed 100-year frozen flood elevation of this isolated kettle's elevation will be at or lower than the existing one.

The fifth item is how the seasonal high ground water will affect the basement elevations. All of the lots have been laid out to have access to an outlot, with 17 of the 23 lots are able to be fully exposed. All of the lots will either need to show that the basement will either be 1 foot above seasonal high ground water or prove they can get the basement footing to gravity drain somewhere.

Lots 1-3, and 8-21 are anticipated to be full walk out basements so getting a drain tile below the basement floor to gravity drain should not be an issue. There is enough drop in Outlot 2 for Lots 22 and 23 basement's drain tile to gravity drain. An easement will be granted to these lots to install and maintain the drain system. A storm sewer will be installed in Outlot 1 behind Lots 3, 4, and 5 for Lot's 4 and 5 basements drains to drain into. Lots 6 and 7 have the most drainage issues. To address Lots 6 and 7 drainage issues a Form "A" will be completed for these 2 lots and the subdivision will be designed such that these basements will be above 1' above the seasonal high ground water elevation.

All of the builders will be required to submit a Form "A" and comply to the seasonal high ground water elevations or submit a design that conforms to the County design requirements to get the basement floor to gravity drain properly.

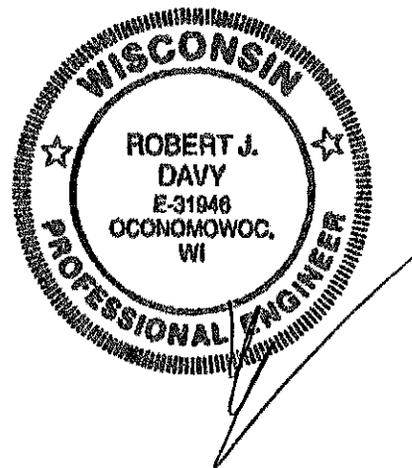


EXHIBIT B (of Engineering Report)
LOOKING SOUTH



EXHIBIT B (of Engineering Report)
LOOKING NORTH





EXHIBIT C

STORM WATER SOIL BORING LOCATIONS
 BUTCHART PROPERTY SPHREERIS DEVELOPMENT
 TAX KEY # OCOT 0512994
 SE 1/4, S20, T8N, R17E, TOWN OF OCONOMOWOC

LAKE COUNTRY ENGINEERING, INC.
 Consulting Engineers - Surveyors
 970 S. Silver Lake Street, Suite 105, Oconomowoc, WI 53066
 Phone (262) 569-9331 Fax (262) 569-9316

SCALE 1" = 150'
 DRAFTED BY: RUDAVY
 CHECKED BY: R.J.D.
 DATE: SEPTEMBER 28, 2013

REVISION DATE	REMARKS

PROJ. #
22-3481
SHEET #

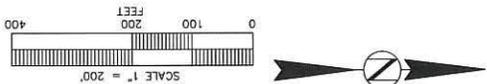
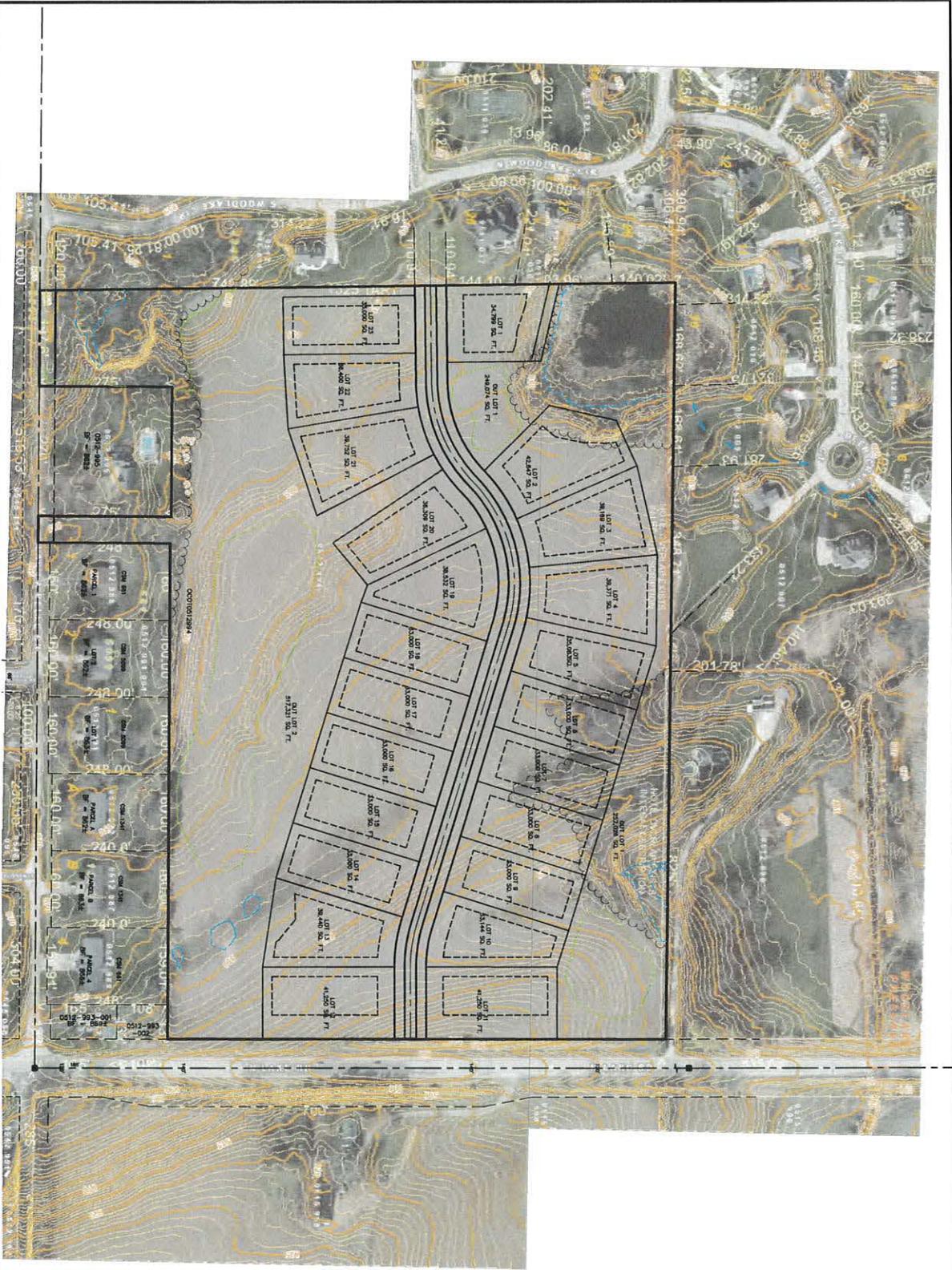


EXHIBIT D

OVER ALL TOPO MAP
 BUTCHART PROPERTY SPHREERIS DEVELOPMENT
 TAX KEY # OCOT 0512994
 SE 1/4 S20, T8N, R17E, TOWN OF OCONOMOWOC

LAKE COUNTRY ENGINEERING, INC.
 Consulting Engineers - Surveyors
 970 S Silver Lake Street, Suite 105, Oconomowoc, WI 53066
 Phone (262) 569-9331 Fax (262) 569-9316

REVISION DATE	REMARKS
SCALE 1" = 200'	
DRAFTED BY: R.DAVY	
CHECKED BY: R.J.D.	
DATE: SEPTEMBER 28, 2015	

Referred on: 11/27/23

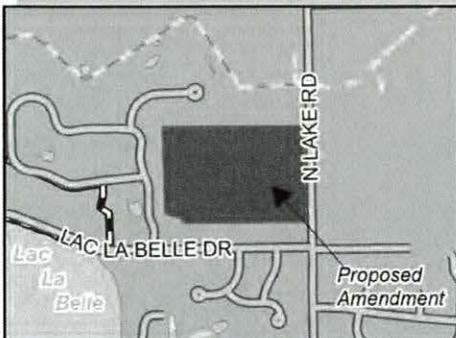
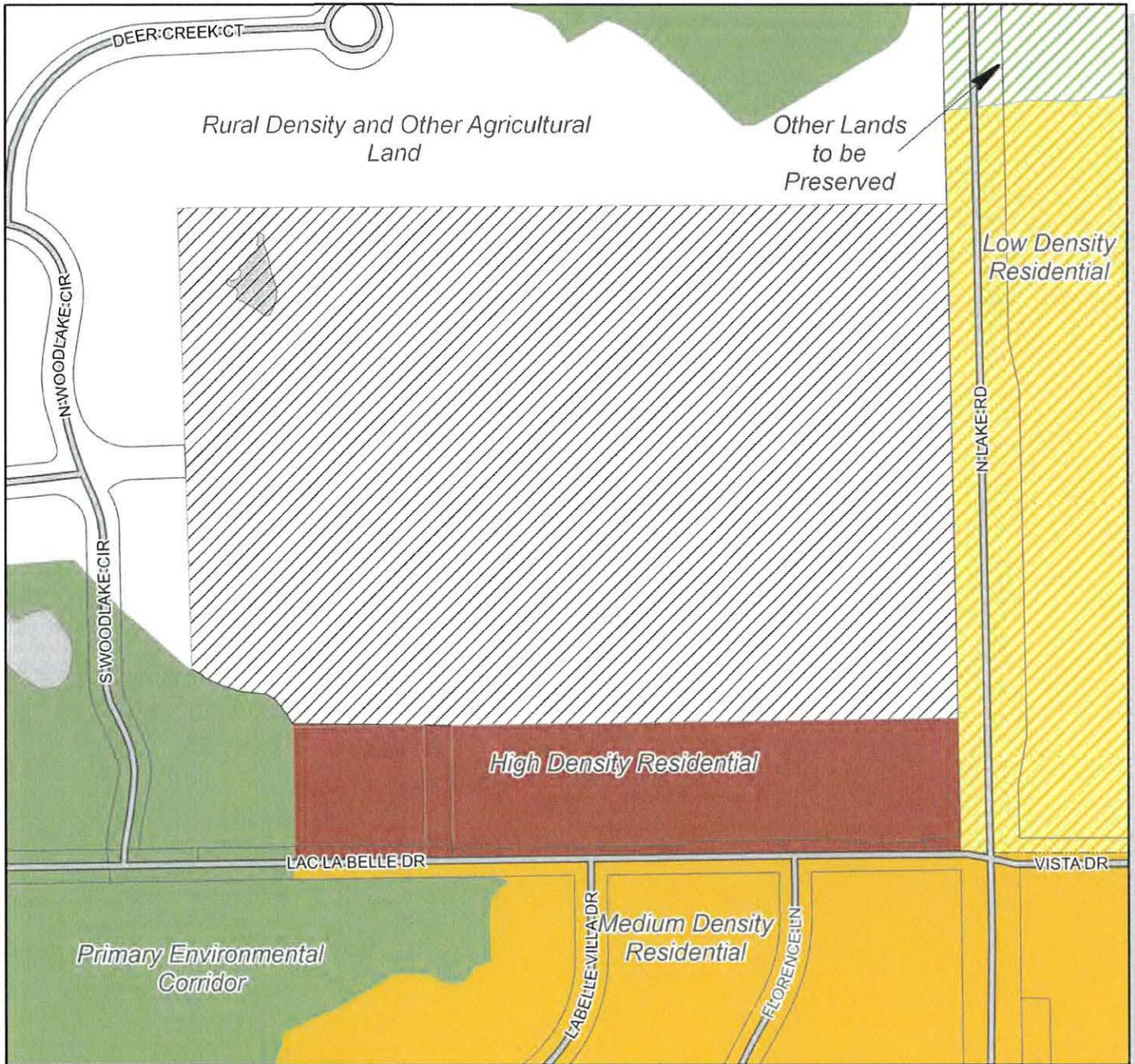
File Number: 178-O-075

Exhibit D of Engineering Report 14

PROJ #
22-3481
SHEET #

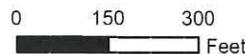
DEVELOPMENT PLAN AMENDMENT

PART OF SECTION 20,
TOWN OF OCONOMOWOC



 COUNTY DEVELOPMENT PLAN AMENDMENT FROM RURAL DENSITY AND OTHER AGRICULTURAL LAND TO LOW DENSITY RESIDENTIAL

PETITIONER.....Jon Spheeris_Lakelands, Inc.
 HEARING.....8/17/23
 AREA OF CHANGE.....37 ACRES



Prepared by the Waukesha Department of Parks and Land Use



1 AMEND THE DISTRICT ZONING MAP OF THE WAUKESHA COUNTY SHORELAND
2 PROTECTION ORDINANCE AND THE WAUKESHA COUNTY ZONING CODE FOR THE
3 TOWN OF OCONOMOWOC BY CONDITIONALLY REZONING CERTAIN LANDS
4 LOCATED IN PART OF THE S ½ OF THE SE ¼ OF SECTION 20, T8N, R17E, TOWN OF
5 OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN, FROM THE A-T AGRICULTURAL
6 TRANSITION DISTRICT TO THE R-2 RESIDENTIAL DISTRICT
7 (RZ125)
8

9 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of this
10 Ordinance was approved by the Oconomowoc Town Board on October 16, 2023; and
11

12 WHEREAS, the matter was referred to and considered by the Waukesha County Park and Planning
13 Commission, which recommended approval and reported that recommendation to the Land Use,
14 Parks and Environment Committee and the Waukesha County Board of Supervisors, as required by
15 Sections 59.69 and 59.692, Wis. Stats.
16

17 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that
18 the District Zoning map of the Waukesha County Shoreland Protection Ordinance enacted on
19 October 19, 2023 and the Waukesha County Zoning Code adopted by the Waukesha County Board
20 of Supervisors on February 26, 1959, for the Town of Oconomowoc, Waukesha County, Wisconsin,
21 is hereby amended to conditionally rezone certain lands located in part of the S ½ of the SE ¼ of
22 Section 20, T8N, R17E, Town of Oconomowoc, Waukesha County, Wisconsin from the A-T
23 Agricultural Transition District to the R-2 Residential District and as more specifically described in
24 the "Staff Report and Recommendation", and the map on file in the office of the Waukesha County
25 Department of Parks and Land Use and made a part of this Ordinance by reference RZ125, is hereby
26 approved, subject to the following conditions:
27

- 28 1. This approval is subject to the density requirements of the Town and County land use plans.
29
- 30 2. The maximum number of dwelling units shall be determined by the soil conditions and other
31 subdivision platting requirements. The final layout may or may not resemble the plan that
32 was submitted. The number of lots shall not exceed twenty-four (24).
33
- 34 3. Compliance with all the requirements of the Town of Oconomowoc Land Division and
35 Development Ordinance.
36
- 37 4. The Preliminary Plat and Final Plat shall be reviewed and approved by the Town of
38 Oconomowoc Plan Commission, Town Board and Waukesha County.
39
- 40 5. The development shall comply, in all respects, with the Waukesha County Stormwater
41 Management and Erosion Control Ordinance.
42
- 43 6. The petitioner shall comply with all requirements of the Town of Oconomowoc Public
44 Works Superintendent and Town Engineer regarding access to the site from N. Lake Road.
45 All necessary improvements to the intersection of N. Lake Road and the new road from the
46 subdivision shall be the responsibility of the developer.
47

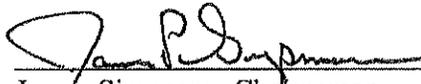
48 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of this
49 Ordinance with the Town Clerk of Oconomowoc.

COMMISSION ACTION

The Waukesha County Park and Planning Commission, after giving consideration to the subject matter of the Ordinance to amend the Waukesha County Shoreland Protection Ordinance and the Waukesha County Zoning Code, hereby recommends **approval** of (RZ125 Spheeris_Lakelands Inc.) in accordance with the attached "Staff Report and Recommendation".

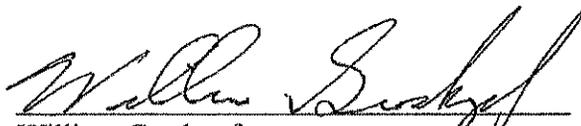
PARK AND PLANNING COMMISSION

November 16, 2023


James Siepmann, Chairperson


Robert Peregrine


Richard Morris


William Groskopf


Gary Szpara

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
ZONING MAP AMENDMENT

DATE: November 16, 2023

FILE NO.: RZ125

OWNER: Dan Butchart
Lakelands, Inc.
W296 S7739 Crossgate Drive
Mukwonago, WI 53149-8774

APPLICANT: Jon Spheeris
175 E. Wisconsin Ave
Oconomowoc, WI 53149-8774

TAX KEY NO.: OCOT 0512.994

LOCATION:
The property is described as part of the S ½ of the SE ¼ of Section 20, T8N, R17E, Town of Oconomowoc. More specifically, the property is located 250 feet north of the intersection of N. Lake Road and Lac La Belle Drive, containing approximately 39.33 acres.

EXISTING ZONING:
A-T Agricultural Transition District.

PROPOSED ZONING:
R-2 Residential District.

EXISTING USE(S):
Agricultural.

REQUESTED USE(S):
Single-family residential subdivision.

PUBLIC HEARING DATE:
August 7, 2023

PUBLIC COMMENT:
Sean Brown at W383N6500 N Woodlake Circle voiced concerns with potential impacts to the existing pond (wetlands) and to the existing wildlife. Mr. Brown also is not in favor of a through street connecting N. Lake Road and Woodlake Circle and would prefer a dead-end street or cul-de-sac.

TOWN PLAN COMMISSION AND TOWN BOARD ACTION:
On October 16, 2023, the Town of Oconomowoc Plan Commission and Town Board recommended conditional approval of the rezoning.

COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT PLAN (CDP) FOR WAUKESHA COUNTY AND THE TOWN OF OCONOMOWOC CDP:
An amendment is pending to change the property from the Rural Density and Other Agricultural Land category to the Low Density Residential category. The Town approved the change to the Low Density Residential category on October 16, 2023. The County Board is expected to consider the matter in advance of action on this rezoning.
Referred on: 11/27/23

STAFF ANALYSIS:

The petitioners are proposing to rezone 39.3 acres from the A-T Agricultural Transition District to the R-2 Residential District to facilitate a 23-lot single-family residential subdivision (Exhibit A). The subject property is currently farmland and does not contain any structures. The property has frontage along N. Lake Road to the east, and Lac La Belle Drive to the south. The property is east of Woodlake subdivision and south of Woodlake Preserve subdivision. The properties on the east side of N. Lake Road are also zoned A-T Agricultural Transition District.

The property is subject to both the Waukesha County Shoreland Protection Ordinance and the County Zoning Code. The A-T District is intended to reflect the transitional nature of lands that are currently in agricultural or open space use but are planned for and likely to be developed for other land uses over time. The proposed zoning category is consistent with the neighboring residential developments and does not conflict with the nearby A-T zoned properties, which are also recognized as having development potential.

The R-2 Residential District requires a 30,000 sq. ft. minimum lot size and an average width of 120 ft. Corner lots require a 20% increase to the average width, resulting in a minimum average width of 144'. Lots also must be at least 150 ft. in depth. A preliminary review shows that all of the lots meet the design requirements. If the rezone is approved, the final subdivision layout will be addressed through the plat approval process.

The proposed development has been revised from the original submittal, eliminating a flag lot and reducing the development to 23 lots rather than the original 24. Lots 11 and 12 which abut N. Lake Road have been widened to comply with the corner lot provisions. The lots will be served by private well and septic systems. Additional soil tests will be required to ensure each additional lot is suitable for an on-site private septic system. Preliminary soil tests indicate that mound systems will likely be required. Stormwater management requirements and/or basement separation requirements could result in layout changes or further reduction of the lot count.

Town and County staff met with the Developer and Project Engineer after the public hearing for the proposed change to the Town's Development Plan, after residents raised concerns over high groundwater and wet soil conditions. The Project Engineer indicated that the majority of the homes will have fully exposed basements which will utilize a gravity drain system to achieve a minimum 1 ft. separation above the water table. Stormwater run-off will be captured on-site and may improve drainage for the surrounding neighbors. Stormwater management will be further refined during the plat review process. The Stormwater Ordinance requirements have been carefully considered by the Project Engineer, the Town Engineer and County Land Resources staff at the project concept stage. The Town and County Engineers believe that the ordinances have adequate provisions in place to ensure that basement elevations are appropriately separated from groundwater and that off-site runoff is appropriately managed.

The development has proposed access off of N. Lake Road and Woodlake Circle. A Certified Survey Map was recorded in 1983 creating several lots west of the proposed development. The Certified Survey Map also dedicated Outlot 1 for roadway purposes which today is Woodlake Circle. An unimproved roadway stub was also included which would link the proposed development to Woodlake Circle. The Town and Developer both relayed that it was always the intent for roadway to be extended. The Town Engineer will review the connection of N. Lake Road for sight distance requirements. The roadway connection will provide neighbors to the west with a safer N. Lake Rd intersection than the one currently utilized further to the south. Accordingly, the town and County Planning Staff believe the proposed road extension is important.

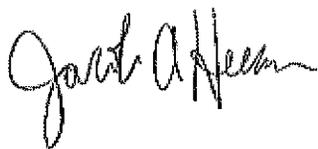
STAFF RECOMMENDATION:

The Planning and Zoning Division Staff recommends this request be **approved**, subject to the following conditions, which are inclusive of the Town's conditions. Additions to the town's conditions are shown in **bold** and deletions are identified in a strikethrough format.

1. **This approval is subject to the density requirements of the Town and County land use plans.**
2. The maximum number of dwelling units shall be determined by the soil conditions **and other subdivision platting requirements**. The final layout may or may not resemble the plan that was submitted. The number of lots shall not exceed twenty-four (24).
3. Compliance with all the requirements of the Town of Oconomowoc Land Division and Development Ordinance.
4. The Preliminary Plat and Final Plat shall be reviewed and approved by the Town of Oconomowoc Plan Commission, Town Board and Waukesha County.
5. The development shall comply, in all respects, with the Waukesha County Stormwater Management and ~~Sediment~~ Erosion Control Ordinance.
6. The petitioner shall comply with all requirements of the Town of Oconomowoc Public Works Superintendent and Town Engineer regarding access to the site from N. Lake Road. All necessary improvements to the intersection of N. Lake Road and the new road from the subdivision shall be the responsibility of the developer.

The A-T Agricultural Transition District is intended to recognize farmland in transitional areas that may have future development value. The subdivision plat review process will ensure all requirements of the Town of Oconomowoc Land Division Ordinance and the Waukesha County Codes are being complied with, prior to final subdivision plat approval. The proposed zoning change will allow for an in-fill development that will be similar to neighboring developments. Stormwater management and N Lake Road access will be carefully considered, as conditioned above, as part of the subdivision plat review process.

Respectfully submitted,



Jacob Heermans
Senior Land Use Specialist

Attachments: Exhibit A – Concept Plan
Rezone Map

Exhibit A



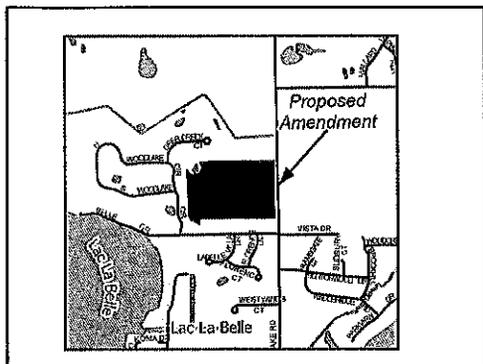
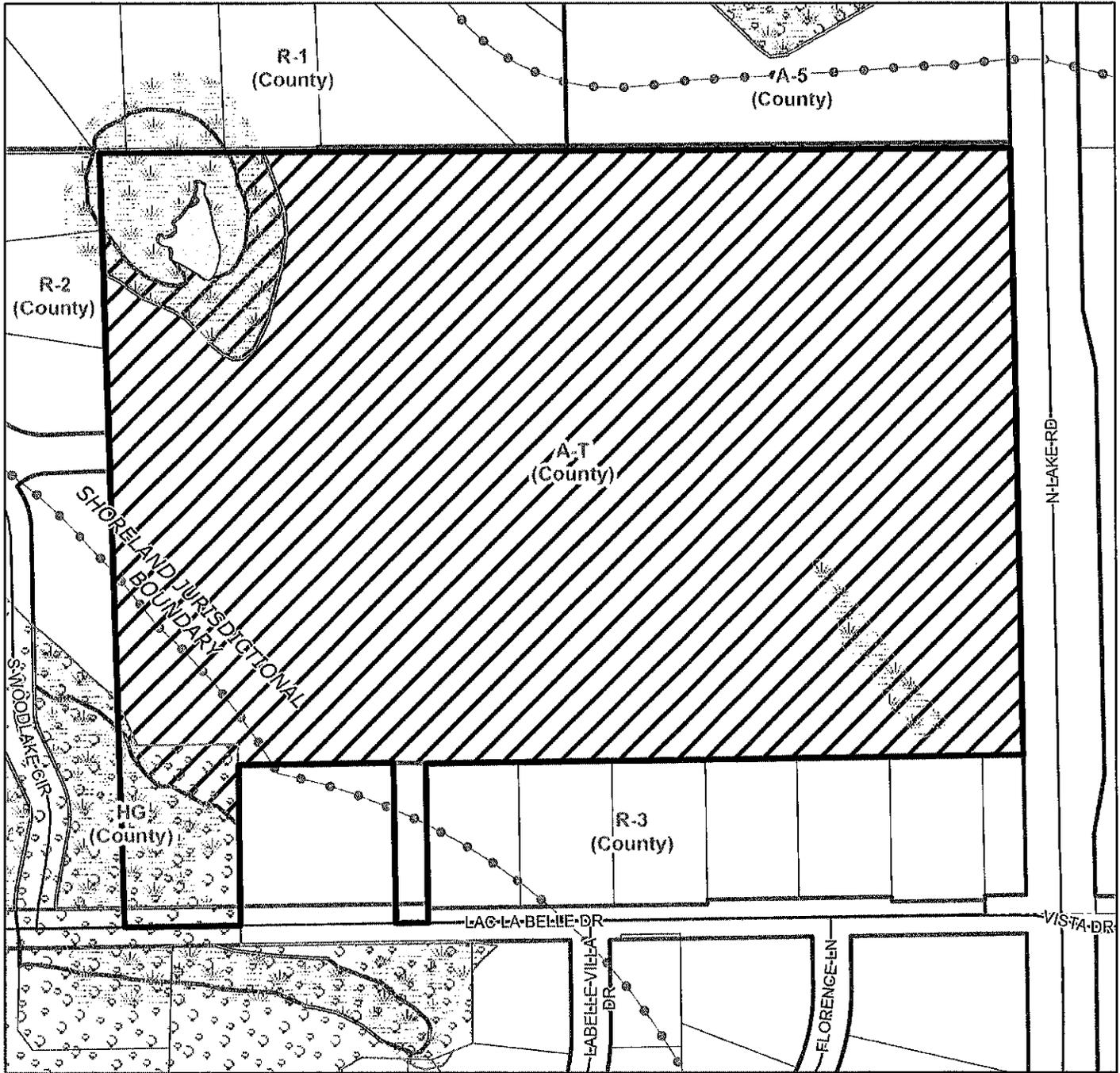
Lake Country Engineering, Inc.
 Consulting Engineers - Surveyors
 970 S. Silver Lake Street, Suite 106, Oconomowoc, WI 53066
 Phone (262) 569-9331 Fax (262) 569-9316
 DATED: 11/15/23
 DRAWN BY: R.J.D.
 CHECKED BY: R.J.D.
 DATE: SEPTEMBER 28, 2023

CONCEPTUAL LAND USE PLAN (2023)
 BUTCHART PROPERTY SPHERE'S DEVELOPMENT
 TAX KEY # OCOT 0512994
 SE 1/4 S20, T8N, R12E, TOWN OF OCONOMOWOC
 PROJ. # 22-34-81
 SHEET #

EXHIBIT A

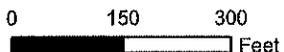
ZONING AMENDMENT

PART OF THE S 1/2 OF THE SE 1/4, SECTION 20,
TOWN OF OCONOMOWOC



-  CONDITIONAL COUNTY ZONING CHANGE FROM A-T AGRICULTURAL TRANSITION DISTRICT TO R-2 RESIDENTIAL DISTRICT
-  EC Environmental Corridor Overlay
-  C-1 Conservancy Overlay (wetlands)

FILE.....RZ125
 DATE OF PLAN COMMISSION.....11/16/23
 AREA OF CHANGE.....39.1 ACRES
 TAX KEY NUMBER.....OCOT 0512.994



Prepared by the Waukesha County Department of Parks and Land Use

1 MODIFY THE DEPARTMENT OF PARKS AND LAND USE-LAND INFORMATION
2 SYSTEMS DIVISION 2024 BUDGET TO ACCEPT STATE OF WISCONSIN
3 DEPARTMENT OF MILITARY AFFAIRS/OFFICE OF EMERGENCY
4 COMMUNICATIONS NEXT GENERATION 9-1-1 (NG9-1-1) GRANT FUNDING AND
5 APPROPRIATE ADDITIONAL EXPENDITURES
6

7 WHEREAS, the State of Wisconsin Department of Military Affairs/Office of Emergency
8 Communications has made Next Generation 9-1-1 (NG9-1-1) funding available to Wisconsin
9 counties to assist with costs related to the updating and enhancement of land information system
10 data; and
11

12 WHEREAS, the Department of Military Affairs/Office of Emergency Communications awarded
13 \$80,940 in grant funding to Waukesha County for the 2023 budget year to be used by the
14 Department of Parks and Land Use-Land Information Systems Division to begin updates to
15 mapping data to allow faster responses to emergency calls with location data that is more
16 accurate and in real-time; and
17

18 WHEREAS, the Department of Parks and Land Use-Land Information Systems Division has
19 successfully completed the first phase of work; and
20

21 WHEREAS, the Department of Military Affairs/Office of Emergency Communications has
22 awarded additional grant funding to Waukesha County for use by the Department of Parks and
23 Land Use – Land Information Systems Division; and
24

25 WHEREAS, the awarded funding is to be used to reimburse contracted costs associated with the
26 next phase of updating mapping data to comply with revised state standards; and
27

28 WHEREAS, Waukesha County has received a grant award notice of \$71,250 with a mandatory
29 five percent match of \$3,750 for a total award budget of \$75,000 for the 2024 budget year to
30 continue the necessary data adjustments; and
31

32 WHEREAS, the Department of Parks and Land Use – Land Information Systems Division did
33 not anticipate receiving this grant in the 2024 budget; and
34

35 WHEREAS, the grant award match requirement of \$3,750, is already included in the Department
36 of Parks and Land Use 2024 budget.
37

38 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
39 that the Director of the Department of Emergency Preparedness, or his designee, is authorized to
40 enter into a grant agreement on behalf of Waukesha County to accept the State of Wisconsin
41 Department of Military Affairs/Office of Emergency Communications grant funding to update
42 and enhance Next Generation 9-1-1 data in the amount of \$71,250.
43

44 BE IT FURTHER ORDAINED that the Department of Parks and Land Use-Land Information
45 Systems Division budget be modified by appropriating \$71,250 for operating expenses and
46 increasing general government grant revenues by \$71,250 to fund costs related to this project.

FISCAL NOTE

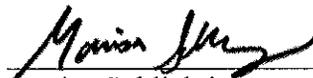
MODIFY THE DEPARTMENT OF PARKS AND LAND USE-LAND INFORMATION
SYSTEMS DIVISION 2024 BUDGET TO ACCEPT STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS/OFFICE OF EMERGENCY
COMMUNICATIONS NEXT GENERATION 9-1-1 (NG9-1-1) GRANT FUNDING AND
APPROPRIATE ADDITIONAL EXPENDITURES

This ordinance authorizes the Department of Parks and Land Use – General Fund – Land Use – Land Information Systems Division to accept \$71,250 of Department of Military Affairs/Office of Emergency Communications Next Generation 9-1-1 (NG9-1-1) grant funding. This grant is intended to assist with costs related to the updating and enhancement of land information system mapping data to allow faster responses to emergency calls with location data that is more accurate and in real-time. This ordinance appropriates \$71,250 in operating expenses to carry out these updates. The remaining \$3,750 of the grant budget includes the required five percent match which is already included in the 2024 adopted budget.

Category	Budget
Contractual Services	\$72,500
Supplemental Staff Time	\$2,500
Total Approved Budget	\$75,000

STATE (95%) TOTAL	\$71,250
COUNTY MATCH (5%) TOTAL	\$3,750
Total Approved Budget	\$75,000

This ordinance has no direct impact on county tax levy.



Marisa Schlichting
Accounting Services Manager
11/28/2023
JLE # 2023-00012659
CLD



State of Wisconsin / DEPARTMENT OF MILITARY AFFAIRS

PO BOX 14687
MADISON 53708-0587

TELEPHONE 608 888-5601

OFFICE OF EMERGENCY COMMUNICATIONS

October 26, 2023

Waukesha County
Gary Bell, Emergency Preparedness Director
515 W. Moreland Blvd Room AC 260
Waukesha, WI 53188

RE: **NextGen9-1-1 GIS Grant Program**

Dear Gary Bell,

The Wisconsin Department of Military Affairs/Office of Emergency Communications (DMA/OEC) is pleased to award **Waukesha County** state funding through the NG9-1-1 GIS Grant Program to provide funding to county land information offices for data creation, preparation, and remediation activities necessary for enabling Next Generation 9-1-1 (NG9-1-1). Before work on the grant project can begin, we will need the following:

1. Thoroughly read each document within this award package.
1. The **Signatory Official** must sign and initial where indicated including the bottom of each page, after each general and/or special condition, and the last page. Electronic signatures are acceptable.
2. The **Signatory Official** is responsible for ensuring that the agency agrees with the terms and conditions of this grant award. If the agency or signatory official does not agree with the terms and conditions, they may notify the program contact identified in the award package to decline the award.
3. Maintain a copy of the signed award documents. Return the signed award documents via email within thirty (30) days to interop@widma.gov.

Please feel free to reach out to the Grant Specialist, Grant Grywalsky, with any questions. We look forward to a collaborative working relationship with **Waukesha County**.

Sincerely,

Grant Grywalsky
NextGen9-1-1 Grant Specialist
Office of Emergency Communications
WI Dept of Military Affairs

ATTACHMENT A – GRANT SUMMARY AND AWARD CONDITIONS

October 26, 2023

Waukesha County
Gary Bell, Emergency Preparedness Director
515 W. Moreland Blvd Room AC 260
Waukesha, WI 53188

Re: **NextGen9-1-1 GIS Grant Program**

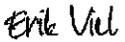
Grant Number: **2024-G128**

The Department of Military Affairs (DMA), Office of Emergency Communications (OEC) hereby awards to **Waukesha County** (hereinafter referred to as the Grantee), the amount of \$75,000.00 for programs or projects pursuant to § 256.35 (3s) (br), Stats., and DMA NGSP.1 NG9-1-1 GIS Grants Policy.

This grant may be used until **June 1, 2025** for the projects consistent with the budget and general conditions in Attachment A, subject to any grant assurances set forth in Attachment B, and the reporting requirements outlined in Attachment C.

The Grantee shall administer the program or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Department of Military Affairs. The submitted application is hereby incorporated as reference into this award as Attachment D.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A, B and/or C) starting December 1, 2023 and after the Grantee signs and returns a signed version of this grant award to the Department of Military Affairs. Keep a copy of these documents for your records.

DocuSigned by:

4249C06640744F...
Erik Viel, Director
Office of Emergency Communications
Wisconsin Department of Military Affairs

10/30/2023 | 6:20 AM CDT

Date

The Grantee, Waukesha County hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

Grantee: **Waukesha County**

By: _____
Gary Bell
Emergency Preparedness Director

Date

ATTACHMENT A – GRANT SUMMARY AND AWARD CONDITIONS

Grantee: **Waukesha County**
Project Title: **FY24 NG9-1-1 GIS Grant Program**
Statute Reference: **§ 256.35 (3s) (bm) and § 20.465 (3) (qm)**

Grant Number: **2024-G128**

Grant Period from: **December 1, 2023 to June 1, 2025**

APPROVED BUDGET

Cost Category	State & Match
Equipment Hardware & Software	\$0.00
NG9-1-1 Specific Training	\$0.00
Contractual Services	\$72,500.00
Supplemental Staff Time or Other Services	\$2,500.00
STATE (95%) TOTAL	\$71,250.00
MATCH (5%) TOTAL	\$3,750.00
TOTAL APPROVED BUDGET	\$75,000.00

Grant/Budget Modifications

Budget changes in excess of 10% of the total project budget, or a change to include a grant expense not previously approved, requires a written modification request prior to any budget reallocations. In most circumstances, grant modifications cannot increase the award total. Contact OEC for a Modification Request Form.

Any changes in personnel involved with the grant including the main contact, the secondary contact and the signatory official need to be reported to grant administrative staff via email.

Name of Grant Specialist: **Grant Grywalsky**
Phone Number: **608-471-2155**
Email: **grant.grywalsky@widma.gov**

Name of Program Manager: **Jessica Jimenez**
Phone Number: **608-888-5520**
Email: **Jessica.Jimenez@widma.gov**

General OEC Email: **Interop@widma.gov**

Signatory Official
Initials _____
Date _____

ATTACHMENT A – GRANT SUMMARY AND AWARD CONDITIONS

Award General Conditions

1. *Supplantation:* In appropriate circumstances, grant funds may be used to supplant local funds authorized for a county land information office. However, grant funds must increase the amount of funds for the county land information office that would otherwise be available from local resources. County land information office base operating budgets shall not be reduced because of the award of grant funds. Grantees that are suspected of supplanting local funds will be scrutinized more closely and Department of Military Affairs (DMA) may require additional documentation to ensure base budgets are not being reduced.
2. *Training:* All personnel who utilize equipment purchased with funds from this grant must receive training either through the equipment vendor or other competent source specific to that piece of equipment before it is put into service. The Grantee is required to maintain proper training records.
3. *Fiscal Compliance:* To be allowable under a grant program, costs must match the approved budget and must be obligated (purchase order issued, class scheduled) during the grant performance period. Payment must be made within 30 days of the grant period ending date and/or vendor invoicing. Reimbursement for travel (i.e., mileage, meals, and lodging) is limited to applicable state rates and timeframes. Taxes are not allowable.
4. *Allowable Costs:* Costs incurred shall be allowable and meet grant goals and objectives. No costs or services shall be incurred outside of the approved grant performance period.
5. *Programmatic Changes:* Any changes to the grant require prior approval from DMA through a modification submitted via email and approved by the DMA Grant Specialist. Changes requiring a modification may include but are not limited to Budget, Scope of Project, Period of Performance, main point of contact, secondary point of contact, signatory official, and/or applicable Performance Measures.
6. *Contracts and Procurement:* Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable state law and procurement standards. Copies of legal agreements shall be submitted to the DMA Grant Specialist as deemed necessary which may include procurement solicitations, Contracts, or Interdepartmental Agreements and Memorandums of Understanding (MOU) among collaborating agencies.
7. *Conflict of Interest:* No staff member of the Grantee organization may use their position to obtain financial gain or anything of substantial value for the private benefit of themselves or their immediate family, or for an organization with which they are associated, such as a royalty, commission, contingent fee, brokerage fee, consultant fee, or other benefit. Wis. Stat. § 19.59(1)(a).
8. *Fiscal Control:* The Grantee will use fiscal control and fund accounting procedures and will ensure proper disbursement of, and accounting for, funds received and distributed under this program, per Wis. Stat. § 16.41 (Agency and authority accounting; information; aid).
9. *Disbursement:* Grant funds will be disbursed in the form of reimbursement by DMA upon completion of approved Program Report(s), Fiscal Report(s), Project Closeout, and satisfaction of Special Conditions. The Final Closeout Report is considered your Request for Reimbursement and must

Signatory Official _____
 Initials _____
 Date _____

ATTACHMENT A – GRANT SUMMARY AND AWARD CONDITIONS

Include copies of paid detailed invoices/receipts, necessary supporting documentation and a completed Request for Reimbursement Form signed by the Signatory Official for your agency.

10. *Program Income:* All income generated as a direct result of a grant-funded project shall be deemed program income. Program Income must be used for the purpose and under the conditions applicable to the award. Program Income should be used as earned and accounted for in your reimbursement request.

11. *Copyright, Acknowledgement, and Publications:* The Grantee will comply with all copyright and materials acknowledgement requirements as addressed in the projects' grant guidelines. The Wisconsin Department of Military Affairs reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DMA purposes: the copyright in any work developed under this grant; and any rights of copyright to which the Grantee or a contractor purchases ownership with grant support. The content of any grant-funded publication or product may be reprinted in whole or in part, with credit to the DMA acknowledged. When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with grant funds, the Grantee shall clearly acknowledge the receipt of grant funds in a statement.

12. *Grant Compliance:* Grantee must comply with the Grant Announcement used to announce the funding opportunity and this Grant Award Document. The Grantee must cooperate with the DMA Grant Specialist.

13. *Grant Reporting:* The Grantee shall ensure that all grant reporting will be timely on a schedule established by the DMA. Grant reporting information provided to the DMA staff shall accurately assess the completeness of grant goals, activities, benchmarks and target dates.

14. *Cooperation with Evaluation or Audit:* The Grantee shall cooperate with the performance of any evaluation or audit of the program by the State 911 Subcommittee, DMA or by their contractors.

Signatory Official _____
Initials _____
Date _____

ATTACHMENT B – GRANT ASSURANCES

1. Wisconsin State Statute and Standards Compliance

The Grantee agrees to comply with the requirements outlined in the statewide emergency services number statute (Wis. Stat. 256.35) and DMA NGSP.1 NG9-1-1 GIS Grants Policy. All awards funded under this Grant Announcement must comply with evolving state and national standards pertaining to NextGen9-1-1 systems as those standards are finalized and released statewide or at the national level. Please be advised that if the Grantee is deemed to be out of compliance with statute (Wis. Stat. 256.35) and DMA NGSP.1 NG9-1-1 GIS Grants Policy or any grant conditions or requirements, current grant funds may be held or de-obligated, and the approval of future grant funds may be impacted.

2. Grant Administration Training

The Grantee shall make every effort to participate in any applicable grant program conference calls or administrative trainings supplied by DMA. Grantees must participate in scheduled grant training events, allow a programmatic or financial site visit (if applicable), and accept technical assistance from DMA.

3. Audit Requirements

- a. The Grantee agrees to comply with all applicable Wisconsin State Purchases Law pursuant to Wis. Stat. Chapter 16; purchasing rules and regulations.
- b. The Grantee is prohibited from transferring funds between programs (i.e., NextGen9-1-1 Program, Homeland Security, Emergency Management Program Grant, etc.)
- c. The Grantee agrees to fully cooperate with compliance audits including periodic programmatic, fiscal monitoring, records review and site visits conducted by DMA. Grantees agree to submit timely and accurate Program Evaluation Reports to DMA as required and to participate in DMA sponsored surveys and all other required reports related to any DMA administered grant program. DMA reserves the right to deny payment to any approved programs for failure to comply with this provision.

4. Matching Funds

This grant award requires a 5% local match. Matching funds must be an allowable expense under the grant program and must come from a non-state or federal grant funding source. By accepting this grant award, the Grantee is certifying that it has the funding available to cover the total cost of the project prior to receiving reimbursement by DMA. The 95% state reimbursement will be a one-time payment at the close out of the grant project when all funds for the project have been expended.

5. Payment Methodology and Withholding Grant Funds

DMA shall only remit funds to Grantees upon receipt of a Grant Reimbursement Request Form at the close out of the grant period, signed by the Signatory Official, and including the required supporting documentation. The Grantee fully understands that DMA has the right to withhold, suspend or terminate grant funds to any recipient that fails to conform to the requirements (general/special conditions, reporting) outlined in this award package. If the Grantee is deemed to be out of compliance with the applicable DMA grants policy or any grant conditions or requirements that would make the Grantee ineligible to receive grant funding, current grant funds may be held or de-obligated, and the approval of future grant funds may be impacted.

6. Non-Appropriation

All awards are subject to the availability of appropriated state funds and to any modifications or additional requirements that may be imposed by law.

Signing Official
Initials _____
Date _____

ATTACHMENT B – GRANT ASSURANCES

7. Maintenance of Records

All grant documents including but not limited to invoices, purchase orders, packing slips, equipment make, model and serial numbers, must be maintained by the Grantee for a minimum of four (4) years after DMA closeout date.

8. Property acquired with grant funds

DMA requires that property acquired with grant funds be tagged and tracked detailing the description of the property, serial or identification number, source of property, name of owner, acquisition date, cost, location, and condition. Title to property acquired in whole or part with grant funds shall vest in the Grantee, subject to divestment at the option of DMA, where its use for 9-1-1 purposes is discontinued. Grantees shall exercise due caution in the use, maintenance, protection and preservation of such property. Grantees that accept grant funding are responsible for all sustainment costs after the end of the grant period.

9. Equal Opportunity, Non-discrimination and Affirmative Action Program Requirements

It is the responsibility of all Grantees to ensure that their employment practices comply with Equal Opportunity Requirements, s. 51.01 (5), Wis. Stats., s. 111.32 (13)(m), Wis. Stats., and Gubernatorial Executive Orders governing the promotion of a diverse workforce, equal opportunity and the prevention of sexual harassment and including where applicable, the requirement of Grantees to formulate, implement and file an Equal Opportunity Plan with DMA.

In connection with the performance of work under this grant, the Grantee agrees not to discriminate against any employee or applicant of employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

10. Ethical Standards/Prohibited Political Activity

It is the responsibility of all Grantees to comply with applicable provisions of Wis. Stats. Chapter 19, Subchapter III – Code of Ethics for Public Officials and Employees and the provisions of the Hatch Act, which limits the political activity of public employees.

11. Collection of Unallowable Costs

Payments made for costs determined to be unallowable by either the awarding agency, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the State of Wisconsin in accordance with instructions from the state agency that determined the costs are unallowable unless state statute directs otherwise.

Signatory Official _____
Initials _____
Date _____

ATTACHMENT B – GRANT ASSURANCES

12. 9-1-1 Fee Diversion

In accordance with the Federal Communications Commission (FCC) regulation on 9-1-1 fee diversion, the Grantee agrees that as a taxing jurisdiction of the State of Wisconsin, the Grantee shall not use any portion of funds received under this grant program for a purpose or function other than those approved by DMA and designated by the FCC as acceptable under 47 CFR § 9.23.

Grantee agrees that, as a condition of receipt of the grant, the Grantee will return all grant funds if the Grantee expends, at any time for the full duration of this grant, any portion of funds received under this grant program for a purpose or function other than those approved by DMA and designated by the FCC as acceptable under 47 CFR § 9.23.

Signatory Official
Initials _____
Date _____

ATTACHMENT C – REPORTING REQUIREMENTS AND CLOSEOUT

Reporting Requirements

Grantee agrees to meet reasonable fiscal and administrative requirements to account for its grant funds in accordance with state statute, administrative code, and as the Office of the Governor or DMA may require including but not limited to submitting quarterly progress reports, final financial reports, and closeout documentation. Templates for the quarterly reports will be made available at a later date.

Quarterly reports must be sent to DMA by the end of the following month (with the exception of the closeout report) after the close of each calendar quarter as follows:

Report 1 – Grant Period Start to March 31, 2024	Due: April 30, 2024
Report 2 – April 1, 2024 to June 30, 2024	Due: July 31, 2024
Report 3 – July 1, 2024 to September 30, 2024	Due: October 31, 2024
Report 4 – October 1, 2024 to December 31, 2024	Due: January 31, 2025
Report 5 – January 1, 2025 to March 31, 2025	Due: April 30, 2025
Report 6 – April 1, 2025 to June 1, 2025	Due: At Closeout

Failure to comply with this provision may result in the withholding of grant funds until the delinquent report is received. If a Grantee closes out their project prior to the grant period end date, a final progress report and closeout report is required within forty-five (45) days of the final expense and invoice.

Grant Closeout

After the project period of the grant has ended, the Grantee will need to submit all closeout documents and complete closeout requirements within 60 days after the end of the grant. Extension requests must be submitted a minimum of 30 days before the end date of the grant performance period and will be reviewed by program staff on a case-by-case basis. Requests to extend the grant performance period are generally discouraged. There is no guarantee of an extension request approval and extensions are contingent on state fiscal year deadlines and state statutory requirements.

Unless requested in advance, grant reimbursement payment will be in the form of a check. If the Grantee prefers electronic payment via ACH, please contact OEC for more information.

In order to closeout a grant, DMA requires submission of:

- *Grant Reimbursement Request Form* – expenditures on the Grant Reimbursement Form must have been incurred within the approved period of performance listed on these award documents.
- *Invoices and proof of payment* for all grant funded items identified on the Grant Reimbursement Request Form – proof of payment can be a copy of the check or a general ledger report with the check number.
- *A copy of the procurement information* authorizing that type of purchase if not already submitted to OEC.
- *A final equipment inventory report* – this report is required for any equipment purchased with a single per unit cost in excess of \$5,000 and should include serial numbers for equipment. A template will be provided.

Upon completion of the closeout process, DMA will send a Closeout Letter to Grantees, advising the grant is closed.

Signatory Official _____
 Initials _____
 Date _____



State of Wisconsin / DEPARTMENT OF MILITARY AFFAIRS

PO BOX 14587
MADISON 53708-0587

OFFICE OF EMERGENCY COMMUNICATIONS

TELEPHONE 608 888-6501

As the duly authorized representative, I hereby certify that this award package was received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions. I understand that this grant is awarded subject to compliance with all certifications and conditions described in this award package.

Signature of Authorized Agent	Date	Agency
Gary Bell		Waukesha County
Name (printed)		2024-G128
		Grant Award Number

This grant award is effective starting December 1, 2023 and after the Grantee signs and returns a signed version of this grant award to the Department of Military Affairs. Substitute signing or stamping is not accepted.

PLEASE SIGN DOCUMENTS, KEEP ONE COPY FOR RECORDS AND RETURN A SIGNED SCANNED VERSION VIA EMAIL WITHIN THIRTY (30) DAYS TO:

**Interop@widma.gov
Subject: Signed Grant Award Documents**

AUTHORIZE SALE OF COUNTY GRAVEL PIT

WHEREAS, on October 25, 1967, Waukesha County purchased a 102-acre parcel of land, Tax Key Number GNT1463998, located at W339 S1742 County Highway C, in the Town of Genesee, that contains a gravel pit on the north end and agricultural land on the south (the “property”); and

WHEREAS, Waukesha County extracted topsoil, gravel and sand from the property to support highway operations; and

WHEREAS, in December of 2000, the Wisconsin Department of Natural Resources promulgated statewide standards under Wisconsin Administrative Code NR 135 requiring the reclamation of non-metallic mines in Wisconsin; and

WHEREAS, in June 2002, Waukesha County executed Contract #0221 with Johnson Sand & Gravel, Inc. (“JSG”) to complete mining and reclamation work and operate a yard waste composting facility on the County property; and

WHEREAS, on September 12, 2012, Contract #0221 was extended through September 15, 2022 or through project completion, whichever came first; and

WHEREAS, in 2013, the County obtained a permit from the Wisconsin Department of Natural Resources to remove a one-acre County-owned closed landfill located on the north end of the property and mine the surrounding materials; and

WHEREAS, through a nationally recognized coordinated yard waste composting operation, a sufficient amount of compost was generated as a topsoil substitute for reclaiming the mined areas of the property; and

WHEREAS, reclamation of the mined areas of the property has been completed in accordance with the permits issued by the Town of Genesee; and

WHEREAS, an appraisal of the property was completed by a Wisconsin Licensed Certified General Appraiser in May of 2023; and

WHEREAS, Waukesha County has retained the services of a Real Estate Broker approved by the Finance Committee on July 19, 2023; and

WHEREAS, the marketing of the property is consistent with the Comprehensive Development Plan for Waukesha County (Industrial), Comprehensive Development Plan for the Town of Genesee (Industrial), Waukesha County Zoning Code (M-2 General Industrial) and Town of Genesee Zoning Code (M-2 General Industrial); and

WHEREAS, Waukesha County has received an offer to purchase the property that is consistent with the real estate appraisal.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES ORDAIN that the offer to purchase the 102-acre County Gravel Pit, Tax Key number

49 GNT1463998, located at W339 S1742 County Highway C, in the Town of Genesee, from Briohn
50 Construction, on file in the office of Corporation Counsel and shared and discussed with the
51 Board, is hereby approved.

52
53 BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use is
54 authorized to sign a purchase agreement in the form to be approved by the Corporation Counsel
55 necessary to effectuate the approved sale.

56
57 BE IT FURTHER ORDAINED that the Clerk and County Executive, or their designee, are
58 authorized to execute any and all other documents necessary or desirable to accomplish the
59 approved sale.

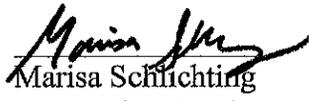
60
61 BE IT FURTHER ORDAINED that proceeds from the sale of the County Gravel Pit be
62 deposited into the Walter J. Tarmann Parkland Acquisition Fund.

FISCAL NOTE

AUTHORIZE SALE OF COUNTY GRAVEL PIT

The ordinance approves the sale of the 102-acre reclaimed county Gravel Pit located in the Town of Genesee for \$5.5 million. After deducting closing costs related to the 102-acre County Gravel Pit, all net proceeds will be deposited into the Tarmann Special Revenue Fund and available for future appropriations. Future use of Tarmann Fund reserves will require consideration through an ordinance by the County Board.

Currently, the Gravel Pit is property tax-exempt. Upon sale, the property and future development will be subject to property tax.



Marisa Schlichting
Accounting Services Manager
11/28/2023

Approved by the Wisconsin Real Estate Examining Board
1/1/2021 (Optional Use Date) 2/1/2021 (Mandatory Use Date)

Amundsen Davis LLC
Page 1 of 12, WB-13

WB-13 VACANT LAND OFFER TO PURCHASE

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ October 5, 2023 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) ~~[STRIKE THOSE NOT APPLICABLE]~~

3 The Buyer, Briohn Land Development, LLC, and/or assigns

4 offers to purchase the Property known as W339 S1742 County Highway C

5 _____

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or

7 attach as an addendum per line 686] in the Town of Genesee,

8 County of Waukesha Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Five Million, Five Hundred Thousand

10 _____ Dollars (\$ 5,500,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: none

13 _____

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

15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

17 lines 12-13) and the following: none

18 _____

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**

20 **and will continue to be owned by the lessor.**

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

22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage

23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not

24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations

25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**

27 **an addendum per line 686.**

28 **BINDING ACCEPTANCE** ^{DS} This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

29 on or before 11/10 December 22, ~~December 22, 2023~~

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

33 copies of the Offer.

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

35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on See Addendum A

37 _____

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,

39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

43 **transfer instructions.**

44 **EARNEST MONEY**

45 ~~■ EARNEST MONEY of \$ _____ accompanies this Offer.~~

46 ~~If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.~~

47 ■ EARNEST MONEY of \$ 10,000.00 will be mailed, or commercially, electronically

48 or personally delivered within 5 days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as First American

50 Title Insurance Company pursuant to Exhibit A.) ~~[STRIKE THOSE NOT APPLICABLE]~~

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**

53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**

54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **[STRIKE AS APPLICABLE]** and all other dates and Deadlines in
79 this Offer except: none

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

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

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

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

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

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 5 days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

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

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

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

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

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

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

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

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

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

261 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

252 _____

253 _____ [insert proposed use

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

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

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

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

266 **ALL THAT APPLY** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

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

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

274 _____

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

277 electricity _____; gas _____; sewer _____;

278 water _____; telephone _____; cable _____;

279 other _____

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

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;

284 variance; other _____ for the Property for its proposed use described at lines 251-255.

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

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**

290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____

294 _____ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may

295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**

298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially

301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

343 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

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

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

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

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

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 366 lender's appraiser access to the Property.

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

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

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

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
 374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

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

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

381 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
 402 worthiness for Seller financing.

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

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

407 ~~(2) _____~~

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

447 (3) Any of the following checked below:

448 Proof of bridge loan financing.

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

451 Other: _____

452 _____

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

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

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

465 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
466 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
467 association assessments, fuel and none

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

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

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

471 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
472 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE

473 APPLIES IF NO BOX IS CHECKED.

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

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

477 _____

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

482 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
483 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
484 _____

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

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and none

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

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

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

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

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

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

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

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

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are none. The Property shall be vacant as of Closing.

537 _____
538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

651 Line 188: "on or before the Due Diligence Period" shall be inserted in place of the crossed
652 out language.

653 _____
654 Line 525: "of Closing" shall be inserted in place of the crossed out language.
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: _____

671 Name of Buyer's recipient for delivery, if any: _____

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

673 Seller: (_____) Buyer: (_____)

674 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

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

679 Address for Seller: _____

680 Address for Buyer: _____

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

682 Email Address for Seller: joe.eldredge@colliers.com

683 Email Address for Buyer: lwood@amundsendavislaw.com AND jjursenas@briohn.com

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

686 **ADDENDA**: The attached Exhibit A and Addendum A is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Lisa Wood of Amundsen Davis, LLC

688 DocuSigned by: Nelson E. Williams Briohn Land Development, LLC

689 (x) October 5, 2023

690 Buyer's Signature Print Name Here Briohn Land Development, LLC Date

691 (x) _____ Date

692 Buyer's Signature Print Name Here _____ Date

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

697 (x) _____ Date

698 Seller's Signature Print Name Here Waukesha County Date

699 (x) _____ Date

700 Seller's Signature Print Name Here _____ Date

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

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

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

704 Seller Initials Date Seller Initials Date

ADDENDUM A

This Addendum A is made a part of the Vacant Land Offer to Purchase (collectively the "Offer") dated October 5, 2023 on behalf of Briohn Land Development, LLC and/or assigns ("Buyer") to purchase from Waukesha County, a governmental entity ("Seller") the property located in the Town of Genesee, Wisconsin, known as W339 S1742 County Highway C, known as Tax key #GNT 1463998 (collectively the "Property").

1. Buyer's Conditions Precedent. Buyer's obligation to conclude the purchase of the Property is expressly conditioned and contingent upon the following, any one or all of which may be satisfied or waived by Buyer in its sole discretion, by giving written notice to Seller on or before one hundred eighty (180) days after the date of acceptance of this Offer (the "**Due Diligence Deadline**"). The conditions stated below, which are in addition to any other conditions set forth in the Offer which are not otherwise addressed by this Addendum A, are inserted for Buyer's benefit and in the event that Buyer fails to provide written notice terminating the Offer or waiving the Conditions Precedent on or before the Due Diligence Deadline, then the Conditions Precedent shall be deemed waived. In the event that Buyer delivers written notice to Seller terminating the Offer on or before the Due Diligence Deadline, then this Offer shall be deemed terminated, and except as set forth in this Offer, neither party shall have further obligations under this Offer and all Earnest Money shall be returned to Buyer. Buyer's conditions precedent are ("**Conditions Precedent**"):

- (a) General Review. Buyer reviewing and approving, in Buyer's sole discretion, all Seller Documents (as hereinafter defined) and the results of any tests or reports that Buyer deems necessary or appropriate to obtain, at Buyer's sole expense, concerning the physical or other condition of the Property.
- (b) Survey. Buyer obtaining, at Buyer's sole expense, an ALTA survey map, with such Table A items as Buyer requires to remove all survey exception(s), at no additional cost, from the title policy required to be delivered hereunder, which survey shall show the Property to be in all respects (including the extent of any wetlands) in a condition satisfactory to Buyer, in Buyer's sole discretion (the "**Survey**").
- (c) Environmental Matters. Buyer's receipt, review and written approval, at Buyer's sole discretion, of a written report, including but not limited to, Phase I and /or Phase II Reports from one or more consultants obtained at Buyer's expense, certifying that (i) the soils, groundwater and surface waters on, in or under the Property do not contain any pollutants, contaminants or hazardous substances (as such terms are defined under any applicable federal, state or local law, rule, regulation, ordinance or order), or other environment or health-threatening materials, including, without limitation, petroleum products, asbestos (whether friable or not), radon, lead and polychlorinated biphenyls (whether contained or not); (ii) no underground or above ground storage tanks (collectively "USTs") are present on or under the Property, and any USTs which may be present at any time in the past did not leak and were removed and disposed of in compliance with all laws, rules and regulations of any governmental authority then or now in effect; and (iii) no butler garter snake habitats or other endangered species exist on the Property which would interfere with Buyer's intended development of the Property; (iv) no wetlands, floodplains or conservancies are present on the Property as will interfere with Buyer's intended development.

- (d) Development Approvals. Buyer, at Buyer's sole expense, having secured issuance of such permits, consents, licenses, or approvals (including but not limited to rezoning, certified survey maps, plats, and special use and/or conditional use permits) from the Town of Genesee, Waukesha County, Wisconsin Department of Natural Resources and any other governmental or quasi-governmental authorities having jurisdiction over the Property to permit the Buyer to develop the Property for Buyer's intended development. Seller agrees to cooperate, at no expense to Seller, including but not limited to execution of any necessary applications, with any requests made by Buyer for requested development approvals. This contingency is a Buyer contingency and shall not be deemed an approval by Seller (Seller will cooperate with the Buyer but cannot insure permits, consents, licenses or approvals for future development activities.)
- (e) Property Inspection. Buyer, at Buyer's sole expense, conducting a satisfactory inspection and testing of the Property, in Buyer's sole discretion, including but not limited to soil testing to determine the soil bearing capacity, environmental condition of the soil, and other soil conditions.
- (f) Economic Feasibility. Buyer determining, in Buyer's sole discretion and expense, that the Buyer's intended development is economically feasible, including obtaining financing for the acquisition of the Property.
- (g) Utilities. Buyer confirming, at Buyer's sole expense, that electric and gas are available at the lot line of the Property.

In the event that Buyer gives Seller written notice on or before the Due Diligence Deadline indicating that the Conditions Precedent have not been satisfied, then this Offer shall be deemed terminated, and except as set forth in this Offer, neither party shall have any further obligations under this Offer and all Earnest Money shall be delivered to Buyer. Buyer may at its sole discretion, by written notice to Seller, terminate this Offer prior to the expiration of the Due Diligence Deadline for any reason if Buyer deems the Property unsuitable for its intended development. Notwithstanding anything to the contrary contained in this Offer, (i) if this transaction fails to close after Buyer's waiver of the Conditions Precedent as a result of a breach by Seller, then the Earnest Money shall be paid to Buyer; and (ii) if this transaction fails to close after Buyer's waiver of the Conditions Precedent, solely as a result of a breach by Buyer, Seller shall retain the Earnest Money as liquidated damages as Seller's sole and exclusive remedy.

2. Seller's Obligations.

- (a) From and after the date hereof, and up to and including closing, Seller agrees to provide Buyer's inspectors, engineers, surveyors, and agents access to the Property so Buyer may perform inspections, tests and/or studies contemplated by this Offer. All such inspections and tests shall be carried on without unreasonable interference with the use of the Property by anyone then in possession, and Buyer will attempt to limit damage to crops during such inspections and tests. Additionally, Seller hereby agrees to cooperate with Buyer in Buyer's attempts to fulfill Buyer's conditions set forth above, provided the same shall be without expense to Seller.

- (b) Seller shall furnish and deliver to Buyer for examination, within five (5) business days after acceptance of this Offer by Seller, to the extent such items are in Seller's possession or under Seller's control, copies of the following: all reports, surveys, maps, plans, specifications, civil engineering drawings depicting any improvements made to or for the benefit of the Property, soil tests, warranties, environmental audits, reports, studies, agreements, appraisals, wetland delineations, leases or other similar documentation relating to or affecting the Property (collectively, "**Seller Documents**"). Buyer reserves the right to request additional documents from Seller at any time prior to Closing. Seller shall provide said additional documents within five (5) business days of written request by Buyer.

3. Seller's Representations and Warranties. Seller represents and warrants to Buyer, as a material inducement to Buyer to enter into this Agreement and purchase the Property, as of the date of acceptance of this Offer and the date of Closing as follows:

- (a) No Possessory Rights. As of the Date of Closing, there will be no parties in possession of the Property and there will be no other rights of possession, use or otherwise regarding any part of the Property which have been granted to any person or entity.
- (b) No Contracts. As of the date of Closing, there shall be no contracts or agreements (including, but not limited to, leases, maintenance, repair, operation, use, advertising, management, license, franchise, service, use, or other contracts) which shall be binding upon Buyer or which shall run with the land or bind or affect any part of the Property after Closing.
- (c) No Third Party Interests. There is no lease, option, right of first refusal, contract or other agreement of any kind or nature with respect to the purchase, sale or lease of the Property.
- (d) Compliance with Law. To the best of Seller's knowledge, Seller has not received any written notice of any violation of any applicable statutes, laws, ordinances, codes (including, without limitation, all zoning, building, water disposal, health, fire and safety engineering codes, rental unit energy efficiency requirements, and the Americans with Disabilities Act) with regard to the Property.
- (e) FIRPTA. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those items are defined in the Internal Revenue Code and Income Tax Regulations).
- (f) No Actions. There are no actions, suits, proceedings or claims pending or, to the knowledge of Seller, threatened with respect to or in any manner affecting the Property or the ability of Seller to consummate the transactions contemplated by this Agreement
- (g) Title to Property. Seller holds fee simple title to the Property and Seller has no notice or knowledge of any planned, pending or contemplated condemnation or similar action or proceeding with respect to the Property nor any part thereof.
- (h) Litigation. There is no pending or to Seller's knowledge, threatened litigation that affects the Property or that could affect the transaction contemplated hereby.
- (i) Special Assessments. There are no contemplated or levied special assessments on the Property.

4. Advise Buyer. Until the earlier of Closing or the termination of this Agreement, Seller shall notify Buyer in writing promptly upon learning or receiving written notice of:

- i) Events. Any event, transaction, or occurrence prior to Closing that could materially and adversely affect any of the Property.
- ii) Representations. Any fact or event that would make any of the representations or warranties of Seller contained in this Agreement untrue or misleading in any material respect or that would cause Seller to be in violation of any of its covenants or other undertakings or obligations hereunder.
- iii) Laws. Any violation of any law, ordinance, regulation or law that would or might materially affect any of the Property.
- iv) Zoning. Any proposed change in any zoning or other law affecting the use or development of any of the Property.
- v) Litigation. Any pending litigation that affects the Property or that could affect the transaction contemplated hereby.
- vi) Assessments. Any notice from any governmental authority or agent thereof pertaining to the assessment or reassessment of the Property or any notice of special improvements the cost of which may be assessed against the Property.

5. Seller Restrictions. From the date of acceptance of this Offer, Seller shall not enter into any contracts, leases or other agreements which would be binding upon Buyer at Closing.

6. Title Insurance. Seller shall provide and pay out premiums for an owners Title Insurance Commitment, including GAP coverage required therein ("**Title Commitment**") from First American Title Insurance Company ("**Title Company**"). The Title Commitment shall be merchantable, subject only to liens which will be paid out of the proceeds of Closing. Within 15 days after acceptance of this Offer, Seller shall deliver to Buyer a Title Commitment for title insurance required hereby, including copies of all exception documents, and Buyer shall have through the Due Diligence Deadline to examine the same. If such Title Commitment divulges any liens or encumbrances on the Property and/or exceptions or other matters any of which are unacceptable to Buyer, Buyer may give Seller written notice of such facts on or before the Due Diligence Deadline (the "**Title Defects**"), and Seller shall have five (5) days after the date of Buyer's written notice ("**Buyer's Title Notice**") to cure the Title Defects. If Seller fails or refuses to have the Title Defects removed within five (5) days after Buyer's delivery of the Buyer's Title Notice (the "**Seller's Cure Deadline**"), then at the election of Buyer, Buyer may, (i) by written notice to Seller within five (5) days after Seller's Cure Deadline, terminate this Offer and the Earnest Money shall be returned to Buyer, and this Offer shall be null and void, or (ii) by written notice to Seller within five (5) days after Seller's Cure Deadline waive the Title Defects. Notwithstanding the above, Seller shall cure all monetary liens on the Property and Buyer shall not be required to object to same. Seller shall have the title updated 5 days prior to Closing. Seller shall not further encumber title to the Property prior to Closing without Buyer's written consent. Furthermore, Seller agrees to provide the following at the close of this transaction:

(a) A "marked-up" Title Commitment for Title Insurance effective at Closing showing Buyer's title to be in the condition required hereby; Seller shall cause the Title Company at or prior to Closing to down date the Title Commitment to the date and time of the recording of the Deed (as defined below) and provide a "title mark-up" showing the final form of the title insurance policy (including any requested endorsements) to be issued, which mark-up shall obligate the Title Company to issue the final title insurance policy in such form. The title mark-up and final title insurance policy shall exempt from coverage only (i) the general survey exceptions (unless Buyer obtains a Survey that is acceptable to the Title Company to remove same), and (ii) be free from the standard requirements and exceptions and shall be subject only to liens, encumbrances or exceptions specifically approved by Buyer (the "Permitted Exceptions") provided, however, that the term Permitted Exceptions shall in no event include and Buyer shall not be required to object to (a) any taxes or assessments other than general real estate taxes for the year of Closing, not yet due and payable; (b) any monetary judgments, liens or encumbrances of an ascertainable amount arising by, through or under Seller ("Monetary Liens"); (c) any standard printed exceptions; (d) any matters that Buyer causes the Title Company to delete from the Title Commitment or the surveyor to delete from the Survey; (e) any liens arising in connection with construction on the Property; or (f) any matters that, prior to Closing, Seller agrees in writing to remove or cure at or before Closing. A written statement of the obligee of the amount of any lien or encumbrance to be discharged by Seller shall be provided by Seller within thirty (30) days after the title evidence is furnished to Buyer, and shall be updated within fourteen (14) days prior to Closing.

(b) GAP endorsement;

(c) All lien waivers and any evidence or documents required by the Title Company to remove the necessary exceptions and encumbrances;

(d) An executed Owner's Affidavit, GAP Affidavit (if not included in the Owner's Affidavit) and Broker's Affidavit in the form required by the Title Company.

7. Original Documents. The parties agree that any photocopy or carbon copy of any document and/or any document transmitted by fax machine or via PDF attachment to electronic mail shall be treated as an original document and shall be binding as if original. Any documents containing a photocopy, carbon copy and/or fax copy of the signature or initials of any party shall have the same legal binding effect of a document containing the original signature or initials of such party.

8. Condemnation. If prior to closing, condemnation proceedings are commenced against any portion of the Property, Buyer shall have the right to (i) appear and defend in such condemnation proceedings; or (ii) terminate this Offer.

9. Closings. Closing (the "Closing") shall take place (i) on the date and at the location designated by Buyer within ten (10) business days, as designated by Buyer in writing to Seller, of the satisfaction or waiver of all Conditions Precedent; or (ii) as may be mutually agreed upon by Seller and Buyer in writing.

10. Prorations and Adjustments.

- (a) Liens and Encumbrances. The amount of any mortgage, lien or other monetary encumbrance then affecting the Property shall be paid in full by Seller at Closing.
 - (b) Closing Costs. Seller shall pay the premium for the title policy (including the GAP endorsement); all real estate transfer taxes; and all recording costs (excluding any recording costs associated with any Buyer financing). Buyer and Seller shall each pay one half of any escrow charges. Each party shall pay for its own attorneys' fees.
 - (c) Settlement Statement. At Closing, Seller and Buyer shall execute a closing settlement statement to reflect Purchase Price, credits, prorations and adjustments contemplated by or provided for in this Offer.
11. Seller's Closing Documents. At or prior to Closing, Seller shall execute and deliver, or cause to be executed or delivered, to or at the direction of Buyer, the following (herein referred to collectively as the "**Seller Closing Documents**"):
- (a) A special warranty deed, in proper statutory form for recording, transferring and conveying fee simple title to the Property from Seller to Buyer, subject only to municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants.
 - (b) A Certificate of Non-Foreign Status in form acceptable to Buyer stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the Tax Reform Act of 1984;
 - (c) Seller's signature to the Closing Statement;
 - (d) Such instruments, documents or certificates, executed by or on behalf of Seller, as may be required by the Title Company as a condition to the issuance of its title insurance policy as herein contemplated, which documents may, if required by the Title Company, include an owner's affidavit and a so-called gap undertaking required;
 - (e) Such other documents, instruments or agreements which Seller is required to deliver to Buyer pursuant to the provisions of this Offer to consummate the transactions contemplated hereunder.
12. Buyer's Closing Documents. At or prior to Closing, Buyer shall deliver, or cause to be delivered, to Seller, the following (herein referred to collectively as the "**Buyer Closing Documents**"):
- (a) The Purchase Price;
 - (b) Buyer's signature to the Closing Statement;
 - (c) Such other documents, instruments or agreements which may be required by the Title Company as a condition to the issuance of its title insurance policy as herein contemplated, provided that Buyer shall not, in connection with the execution and delivery of any such other

documents, instruments or agreements be obligated to incur any liabilities or obligations in addition to those otherwise herein in this Offer contemplated; and

(d) Such other documents, instruments or agreements which Buyer may be required to deliver to Seller pursuant to the provisions of this Offer.

13. Time. Time is of the essence as to all matters contained in this Offer.

14. Authority. Seller and Buyer represent and warrant to each other that the individual signing this Offer on behalf of Seller and Buyer are duly authorized and have full written authority to so sign and to bind the respective parties to the provisions hereof.

15. Conflict. In the event that there is a conflict between the provisions of this Addendum A and the standard form Vacant Land Offer to Purchase, the terms of this Addendum A shall control.

16. Binding Effect. This Offer is binding upon all of the parties, their successors and assigns.

17. Entire Agreement. The Offer sets forth all of the covenants, premises, agreements, conditions and understandings between Seller and Buyer concerning the purchase of the Property and there are no others, either oral or written, between them, except as contained in the Offer. No modification, waiver or amendment of the Offer or any of its conditions or provisions, shall be binding upon the Seller or Buyer unless in writing, signed by both parties or a duly authorized agent of both parties to be charged.

18. Notices. All notices required to be given hereunder shall be in writing and shall be deemed to have been given on the date when actually delivered by facsimile transmission or. Notice given by facsimile transfer shall be effective upon receipt by the sender of electronic confirmation of receipt of the notice by the recipient or upon receipt of confirmation of delivery of electronic mail. Either party may specify a different address by sending to the other party a notice as provided herein of such different address.

19. Assignment. The Offer may be assigned by Buyer to an assignee which assignee shall be bound by the terms of this Offer.

20. Counterparts. The Offer may be executed in any number of counterparts and each such executed counterpart shall be deemed an original hereof and all such executed counterparts shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidenced by any such executed counterpart.

21. Governing Law. The Offer shall be construed and enforced in accordance with the laws of and in the courts of the State of Wisconsin. Both Seller and Buyer irrevocably agree to and consent to the subject matter jurisdiction and personal jurisdiction of the courts of Waukesha County in the State of Wisconsin.

22. Brokers. Buyer represents and warrants to Seller and Seller represents and warrants to Buyer that other than Seller's broker, Colliers who will be paid by Seller, neither has dealt with any broker, agent, finder or other intermediary in connection with this sale and purchase. Seller agrees to indemnify, defend and hold Buyer harmless from and against harmless from and against any broker's

claim arising from any breach by Seller of Seller's representation and warranty in this Paragraph. Buyer agrees to indemnify, defend and hold Seller harmless from and against any broker's claim arising from any breach by Buyer of Buyer's representation and warranty in this Paragraph. The provisions of this Paragraph shall survive Closing. Each party hereto agrees to execute and deliver at closing any affidavit as to broker's lien rights as may be required by the Title Company to issue its Title Commitment and policy of title insurance free from exception relative to same.

Signature Pages Attached

BUYER:

Briohn Land Development, LLC

By: DocuSigned by:
Nelson E. Williams
OF7441FE80084B1

Nelson E. Williams, Manager

SELLER:

Waukesha County

By: _____

Title: _____

EXHIBIT A



FIRST AMERICAN TITLE INSURANCE COMPANY
National Commercial Services
833 East Michigan Street, Suite 550
Milwaukee, WI 53202
Phone 414 224-1778 Fax 414 224-6188

Escrow Number: NCS--MKE

Date: _____, 2023

STRICT JOINT ORDER ESCROW

Property Address: W339 S1742 County Highway C, Genesee, WI

Seller: Waukesha County

Buyer: Briohn Land Development, LLC or assigns

Deposit(s):

Certified, uncertified, cashier check(s) or wire(s) in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) is hereby deposited with First American Title Insurance Company, as Escrowee ("ESCROWEE") into this Strict Joint Order Escrow ("Agreement") and shall be released and delivered by Escrowee only upon the joint written order of the undersigned or their respective legal representatives or assigns.

ESCROWEE, is hereby expressly authorized to disregard, in its sole discretion, any and all unilateral notices or warnings given by any of the parties hereto, or by any other person or corporation, but said ESCROWEE is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the said ESCROWEE obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which said ESCROWEE is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, and reasonable attorneys' fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefore out of said deposit, and the undersigned jointly and severally agree to pay said ESCROWEE upon demand all such costs, fees and expenses so incurred, to the extent the funds deposited hereunder shall be insufficient to allow for such reimbursement.

In no case shall the above mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience of the process or order of court as aforesaid.

Deposits made pursuant to these instructions may be invested on behalf of any party or parties thereto: Provided, that any direction to ESCROWEE for such investment shall be expressed in writing by one of the parties to this Agreement, and further provided that Escrowee is in receipt of the requisite taxpayer's identification number and investment forms. ESCROWEE will, upon request furnish information concerning its procedures and fee schedules for investment.

Billing Instructions:

Escrow fee will be billed as follows: \$0 if the file transaction closes with ESCROWEE - \$100 if file is cancelled.

Except as to deposits of funds for which ESCROWEE has received express written direction concerning investment to other handling, the parties hereto agree the ESCROWEE shall be under no duty to invest or reinvest any cash at any time held by it hereunder. The ESCROWEE shall have the full right, power and authority to commingle any and all cash at any time constituting said deposit or part thereof with its other Escrow funds and all income, if any, derived from any use which the ESCROWEE may make of any deposits hereunder shall belong to the ESCROWEE.

In the event the ESCROWEE is requested to invest deposits hereunder, ESCROWEE is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this Agreement.

BUYER: Briohn Land Development, LLC

Signed By:

DocuSigned by:
Nelson E. Williams
CF744FE00C24B1...

Address:

SELLER: Waukesha County

Signed By:

Address:

ACCEPTED:

First American Title Insurance Company

By: _____
National Commercial Services

1 CREATE ONE REGULAR FULL-TIME SPECIAL PROSECUTOR, ONE REGULAR FULL-
2 TIME SENIOR ADMINISTRATIVE SPECIALIST, AND ONE REGULAR FULL-TIME
3 VICTIM WITNESS SPECIALIST IN THE DISTRICT ATTORNEY'S OFFICE WITH A
4 SUNSET PROVISION OF DECEMBER 31, 2024
5

6 WHEREAS, the 2024 District Attorney County General Fund Budget was amended to appropriate
7 unallocated American Rescue Plan Act funds to support additional staff coverage for the sixth
8 criminal court and victim/witness services; and
9

10 WHEREAS, these funds are temporary in nature needing to be committed by year-end 2024; and
11

12 WHEREAS, the adopted 2024 County Budget included Finance Committee Amendment-1
13 which explicitly stated these positions be created with a sunset provision terminating on
14 December 31, 2024.
15

16 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
17 that effective January 1, 2024, one regular full-time Special Prosecutor, one regular full-time
18 Senior Administrative Specialist, and one regular full-time Victim Witness Specialist in the
19 District Attorney's Office with a sunset provision of December 31, 2024, are created.