

CITY OF STURGEON BAY
FINANCE/PURCHASING & BUILDING COMMITTEE
TUESDAY FEBRUARY 8, 2022
Council Chambers, City Hall - 421 Michigan Street
4:00pm

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Award of Bid for Three Riding Mowers.
5. Consideration of: National Estuarine Research Reserve (NERR) Site Selection.
6. Consideration of: Offer to Purchase city Owned Property-S. Grant Ave/Vibenum St.
7. Convene in closed session in accordance with the following exemptions:

Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)

- a. Consideration of: Offer to Purchase city Owned Property-S. Grant Ave/Vibenum St.

Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Committee may adjourn in closed session.

8. Review bills.
9. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Notice is hereby given that a majority of the City Committees may be present at this meeting to gather information about a subject over which they have decision-making responsibility. If a quorum of a Committee, does attend, this may constitute a meeting of the aforementioned Committee and is noticed as such, although no formal action will be taken at this meeting.

Posted:
Date: 02/4/22
Time: 9:40am
By: TM

Finance/Purchasing & Building Committee Members:
Helen Bacon, Chair
Seth Wiederanders, Vice Chair
Dan Williams

Executive Summary

Date: February 3, 2022

Title: Award of Bid for Three Riding Mowers

Background: On January 20th, 2022 the Municipal Services Department opened bids for three new riding mowers. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. Two bids were received:

| | |
|------------------------------------|--------------------------------|
| Luxemburg Implement, Luxemburg, WI | Weyers Equipment, Kaukauna, WI |
| (2) New 60" Mowers \$27,140 | (2) New 60" Mowers \$27,100 |
| (1) New 72" Mower \$13,830 | (1) New 72" Mower \$13,800 |
| (3) Bagger Systems \$12,744 | (3) Bagger Systems \$13,600 |
| Total Price \$53,714 | Purchase Price \$54,500 |

The 2022 capital budget line 10-510-000-59065 included \$52,000.

Fiscal Impacts: \$53,714 which is \$1,714 over the budgeted amount. With our other capital purchases still in the bid process I feel we will be under on some of the budgeted amounts which will be able to cover this overage.

Recommendation: Staff recommends purchasing two (2) new 60"mowers, one (1) new 72" mower and 3 bagger systems at the total price of \$53,714 from Luxemburg Implement.

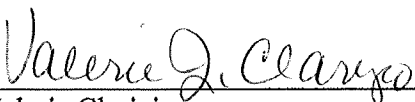
Prepared By:



Mike Barker
Municipal Services Director

Date: 03 Feb 2022

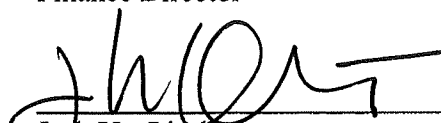
Reviewed By:



Valerie Clarizio
Finance Director

Date: 2/3/22

Reviewed By:



Josh VanLieshout
City Administrator

Date: 2/3/2022



City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
jvanlieshout@sturgeonbaywi.org

Joshua J. Van Lieshout
City Administrator

5

920-746-6905 (Voice)
920-746-2905 (Fax)

Memorandum

To: Finance Committee

From: Josh Van Lieshout, Administrator

Re: National Estuarine Research Reserve (NERR) Site Selection

Date: January 26, 2022

Item: National Estuarine Research Reserve (NERR) Site Selection

Discussion: The Green Bay NERR will consist of large geographically described areas that are composed of existing public lands that are studied and monitored by researchers and scientists affiliated with the NERR. Part of every NERR is a central space where public outreach, laboratory analysis, and operational aspects are headquartered.

From the shallow wetlands near the mouth of the Fox River to the limestone shores of Gills Rock, the Bay of Green Bay offers a wide range of ecosystem types that may be of interest to researchers. One community is proximate to all, the City of Sturgeon Bay. The City has been at work to identify areas of the Bay of Sturgeon Bay and along the bay side of Door County that will be included in the research area, an effort has also been underway to identify sites for the central facility necessary to support the activities of the NERR.

Staff and the City's NERR Committee has completed a review of City owned properties that meet the desired qualities of a NERR central facility. Being proximity to services, lodging, dining, walkability and subject research areas. There are also a number of properties under private ownership that all satisfy the basic objectives. Private property owners have been contacted advising them of the potential opportunity.

The maps depicting City owned sites include entire parcels, or portions of entire parcels, the maps show the proximity of utilities, streets, and other buildings. The highlighted parcels shouldn't be considered definitive or absolute but rather an area that may be conducive to development of the NERR central facility.

Site: Sunset Park. The site depicted is the former location of the Door County Maritime Museum and early offices of Roen Salvage. The location is proximate to an existing public boat ramp, served with public water, a public street, parking lot and beach. This is proximate but not adjacent to downtown Sturgeon Bay. The area depicted for use or reuse could be expanded and improved, depending on needs.

E-Dock / SBU Area. The site depicted is proximate but not adjacent to the downtown area. It is well served by utilities and public streets. This site is also adjacent to a public parking lot and boat launch ramp, as well as a small green space that could be considered. The marina to north is undergoing an extensive refurbishment, the owners of which have expressed support and interest in the NERR. A project in this vicinity could also take advantage of the site of the former "E-Dock".

Sawyer Park & Boat Launch. The sites depicted include the north and south parking lots, and the green space to the between the north lot and the Maple-Oregon Street Bridge. These sites are served by public utilities. The site features the well used and popular Sawyer Park Boat Ramp, and a 220 foot bulkhead. This site is a part of the City's waterfront area and served by sidewalks and walkways.

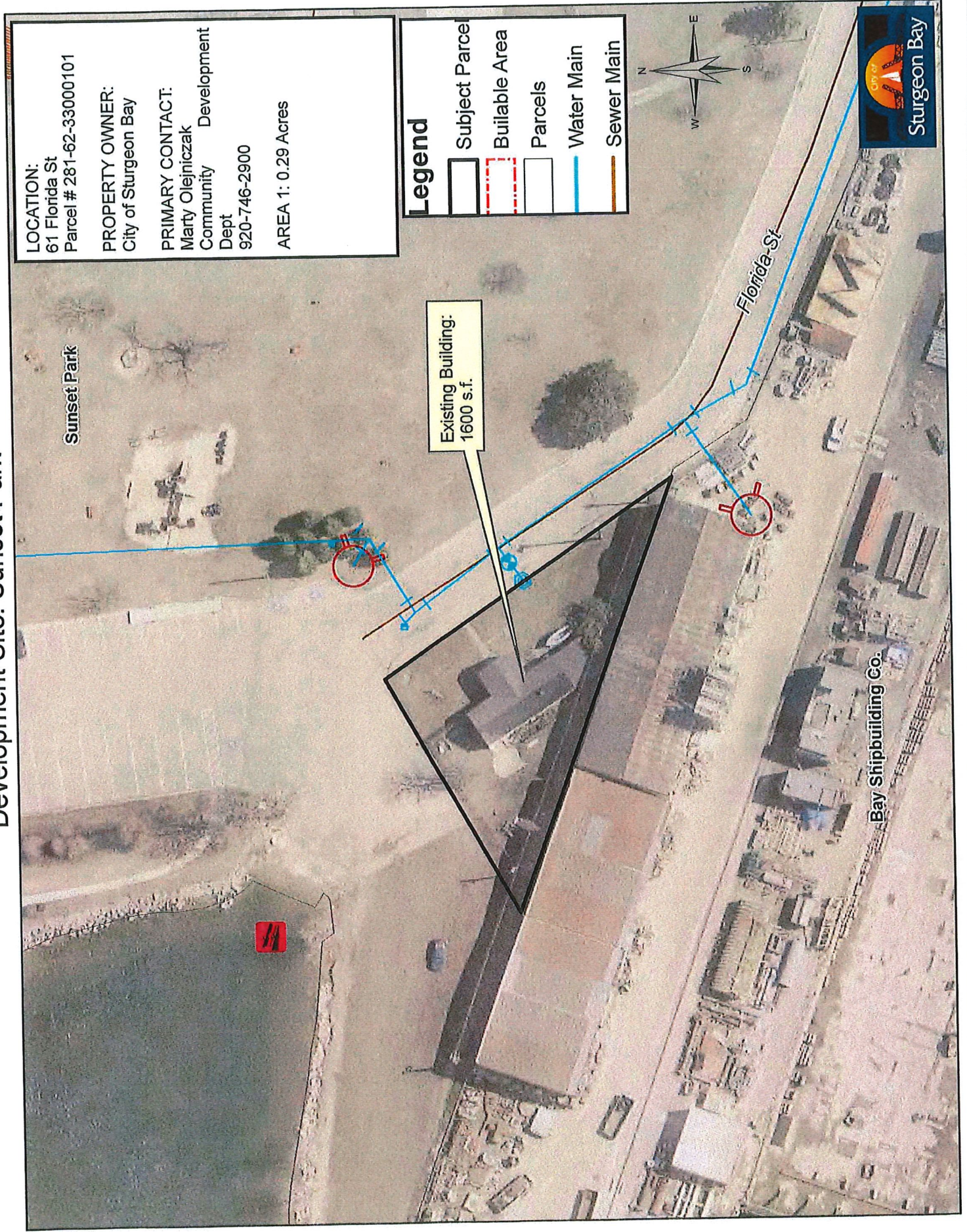
This site is also adjacent to other institutional users, the Wisconsin Department of Natural Resources Sturgeon Bay Service Center with a 160' bulkhead and the United States Coast Guard Cutter Mobile Bay.

Other/Upland Sites. Given the abundance of public and private dockage facilities, upland sites could be considered as well. Further refinement of criteria from the NERR site selection committee will aid in honing in on needs. Such sites include the former Younkers at 56 North 4th Ave. (County owned), Shipyard Development LLC property near Martin Park (privately owned), and others.

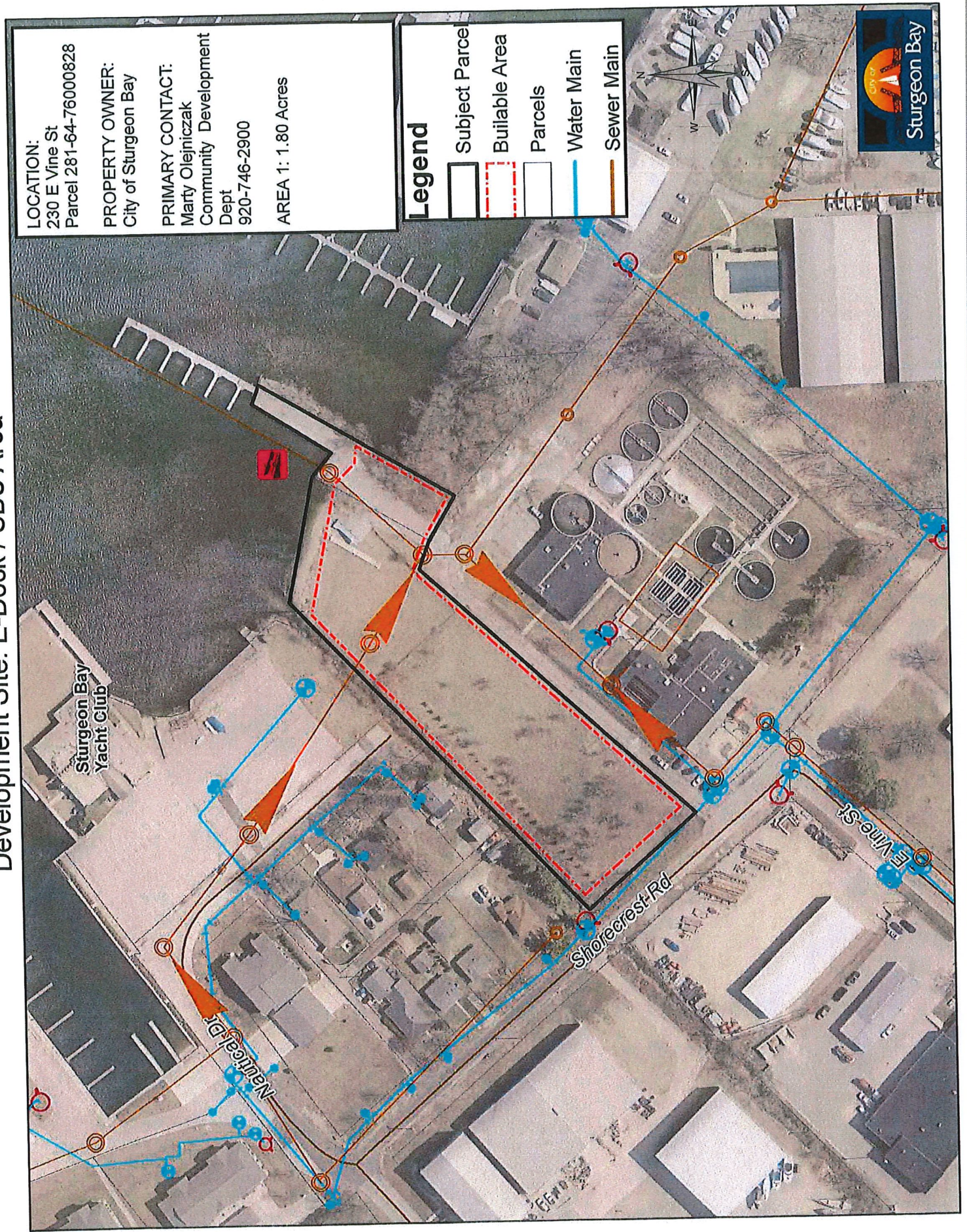
Options: The locations presented could be expanded to nearly any property owned by the City, however these seemed the most likely to satisfy the site objectives of the NERR. There are any number of privately-owned sites that could be available as well. The City is not obligating itself by sharing these sites or any others to the NERR team. Ultimately the NERR Site Selection Committee will be tasked with identifying and negotiating the appropriate location(s).

Recommendation: Approve sharing the sites discussed above in the City's site selection submission.

Development Site: Sunset Park



Development Site: E-Dock / SBU Area



Development Site: Sawyer Park & Boat Launch

LOCATION:
S Neenah Ave
Parcel # 281-64-76000102

PROPERTY OWNER:
City of Sturgeon Bay

PRIMARY CONTACT:
Marty Olejniczak
Community Development Dept.
920-746-2900

AREA 1: 0.55 Acres

AREA 2: 0.76 Acres

Legend

- Sawyer Park Parcel
- Buildable Area
- Parcels
- Water Main
- Sewer Main



Development Site: Former Youngers

LOCATION:
56 N 4th Ave
Parcel # 281-10-85260201

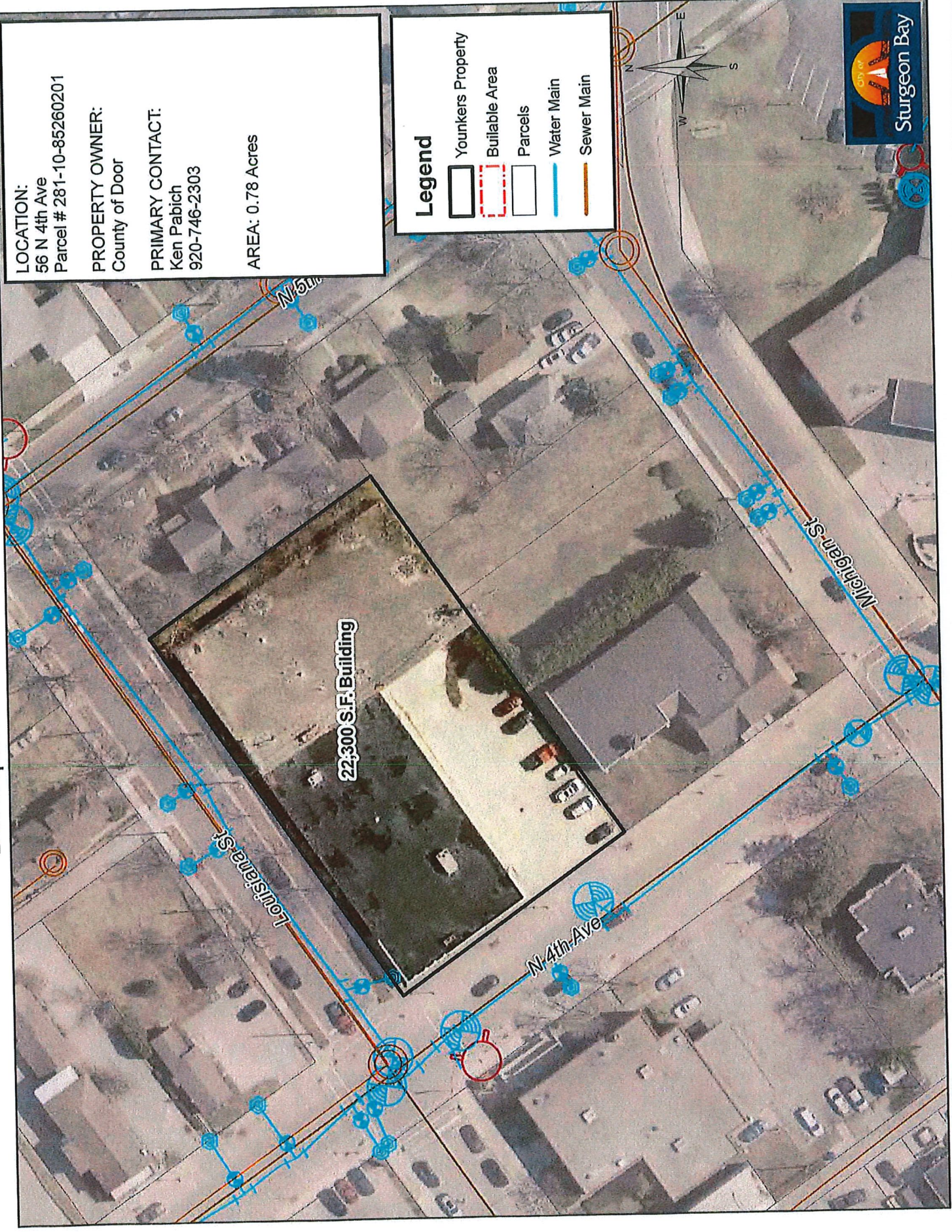
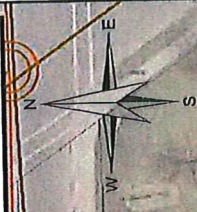
PROPERTY OWNER:
County of Door

PRIMARY CONTACT:
Ken Pabich
920-746-2303

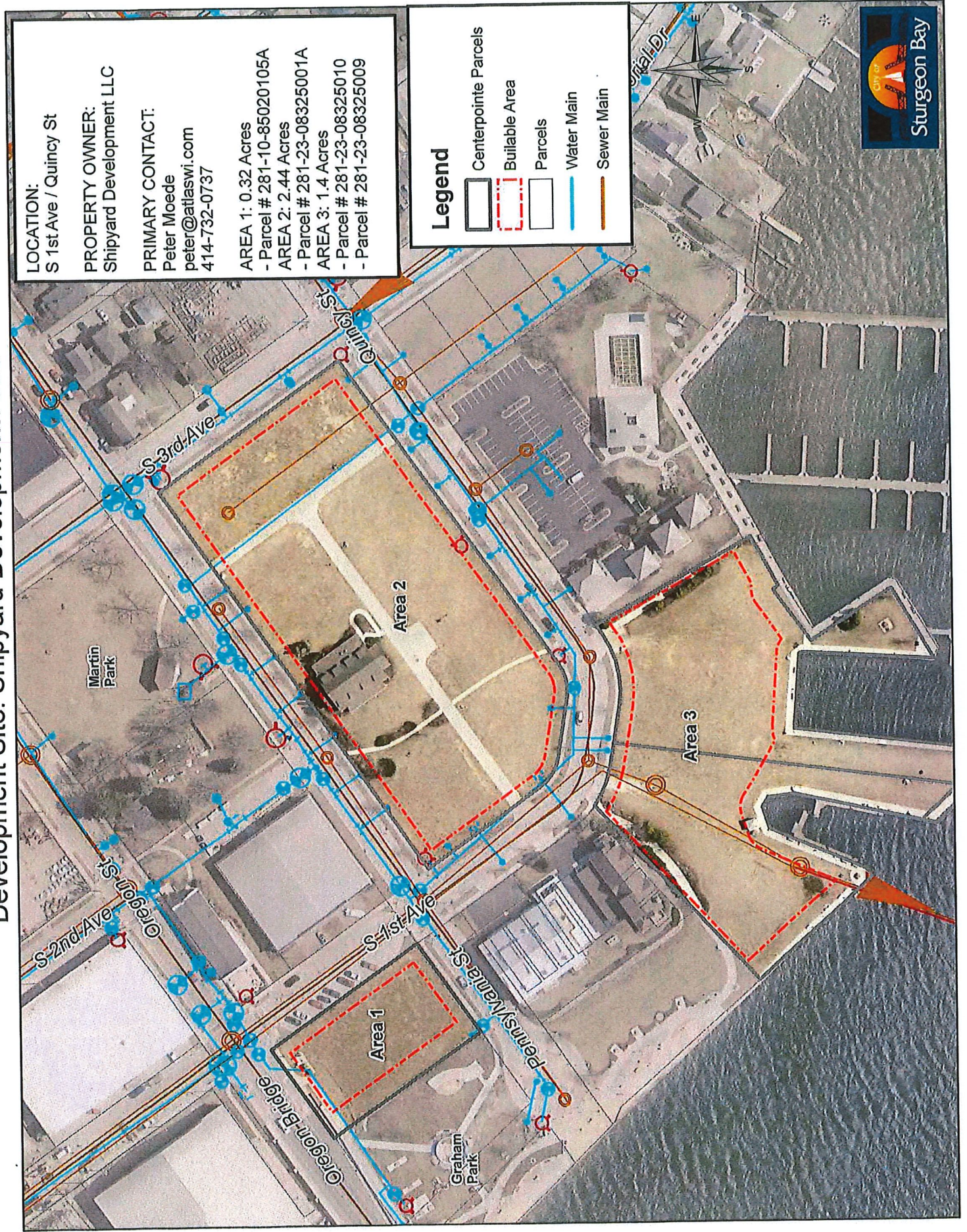
AREA: 0.78 Acres

Legend

- Youngers Property
- Buildable Area
- Parcels
- Water Main
- Sewer Main



Development Site: Shipyard Development Area



EXECUTIVE SUMMARY

Title: Offer to Purchase City-Owned Property – S. Grant Ave/Viburnum St

Background: The City acquired property along Grant Avenue next the west city limits several years ago. The original developer of this region (William Hopf) was foreclosed upon and the bank took over ownership. The City received about 12 acres from the bank in exchange for waiving outstanding special assessments for the overall development. That deal allowed the bank to get the other parcels sold and developed, including the apartments built by Lexington Homes, the insurance office building, the greenhouse business, and the miniature golf. In addition, the City subdivided its 12 acres and sold about 5 acres to S.C. Swiderski for their apartment project.

The remaining undeveloped site in the former Hopf development is the 6.84 acre parcel still owned by the City. This is situated at the corner of Viburnum Street and S. Grant Avenue. The plan for this site is to also sell it for development. But the timing is contingent on the extension of Grant Ave to connect with Sawyer Drive because the Wisconsin DOT has a requirement for the connection. Thus, any additional development should be coordinated with the construction of the street connection. The tentative plan for the sale of the parcel is to issue a request for proposal (RFP) once the acquisition of the required street right-of-way was complete or assured. But Lexington Homes submitted an offer to purchase the site prior to the RFP process. If the offer is accepted, there would be no need for the RFP.

Offer to Purchase: The proposed purchase price is \$40,000 per acre for a total of \$273,600. Upon acceptance there would be \$10,000 in earnest money. Closing is proposed for August 12th but subject to the contingencies. These contingencies include the street connection project happening at the City's expense, approval of a Planned Unit Development or conditional use for their proposed multiple-family residential development, soil testing by the buyer, and any special assessments being paid by the City. The closing would be pushed back if the contingencies take longer to meet than the proposed August 12th closing. None of the contingencies appear to be a problem for the City. There are no special assessments outstanding for the parcel and proceeding with the street connection project was already approved by the Council and in the budget.

Other Considerations: In 2017 the City sold the adjoining 5 acres to S.C Swiderski for \$75,000, which is \$15,000 per acre. It was recognized at that time that the sale price was below market value but was an inducement to get the apartments constructed without additional financial assistance.

Lexington Homes has not requested any financial assistance at this time. They also did not request any financial assistance for their other apartment projects within the Grant Avenue region.

There has been considerable interest from the development community for the subject property. If this offer is not accepted and the RFP is issued, staff is confident that proposals would be submitted. If is unclear, however, if proposals would be more financially advantageous than the current offer or if proposals would include request for financial assistance from the City for the proposed projects.

Generally speaking the timing of construction and the type/intensity of the development is more important than the sale price from the City's perspective. The City goals include the creation of additional housing types and maximizing the future property value of the site. Lexington Homes indicated that they are proposing about 72-80 units on the property including some larger three-bedroom units. Since the maximum density is 85 units, the development should be positive from a fiscal standpoint. Lexington Homes also indicated they intend to time their construction with the construction of the Grant Ave extension so the property wouldn't sit vacant very long. A buy-back clause could be included in the transfer, if desired, such

that the City could reacquire the parcel after a certain time period if the development does not happen as planned.

There are no special assessments as the City previously covered those for the land itself. But, very likely a sidewalk along Grant Ave and possibly Viburnum Street will be required by the City as part of any development approval. The developer should be made aware of that as typically it would be a developer expense.

There is a soil pile on the site. This soil could be used as fill for the new development. If not needed, it could be spread around the site or hauled away. The developer should be made aware of this as the City should not have to pay for any removal.

Municipal utilities already serve the site, but confirmation is needed that all requested private utilities are available.

Options: The City could:

1. Accept the offer to purchase as presented and proceed to sell the parcel.
2. Counter the offer with a different sale price or other contingencies.
3. Reject the offer and continue with the original plan to issue the request for proposals once the Grant Avenue right-of-way is acquired. Lexington Homes could still submit the same or different proposal at that time.

Fiscal Impact: The sale of the property net \$273,600. That money could be used to finance the Grant Avenue street construction or other projects or could be added to the general fund. The land would go back on the tax roll and the future tax revenue would be significant without adding any more infrastructure, although the new residents would require police, fire, parks and other services.

Recommendation: The offer is strong given that it appears the developer will not be requesting any municipal assistance for the actual development of the site. The use fits the Comprehensive Plan and the sale eliminates the uncertainty of going through the RFP process. While there is no guarantee that this offer is the best the City can do, it will likely speed up the development timetable. Staff recommends accepting the offer, but with the additional contingency of a buy-back clause if development has not commenced after two years and confirming with the buyer that the removal/spreading of the soil pile is the buyer's obligation and that sidewalk construction or assessment could occur or be required in the future.

Prepared by: _____
Martin Olejniczak
Community Development Director

Date

Reviewed by: Valerie Clarizio
Val Clarizio
Finance Director

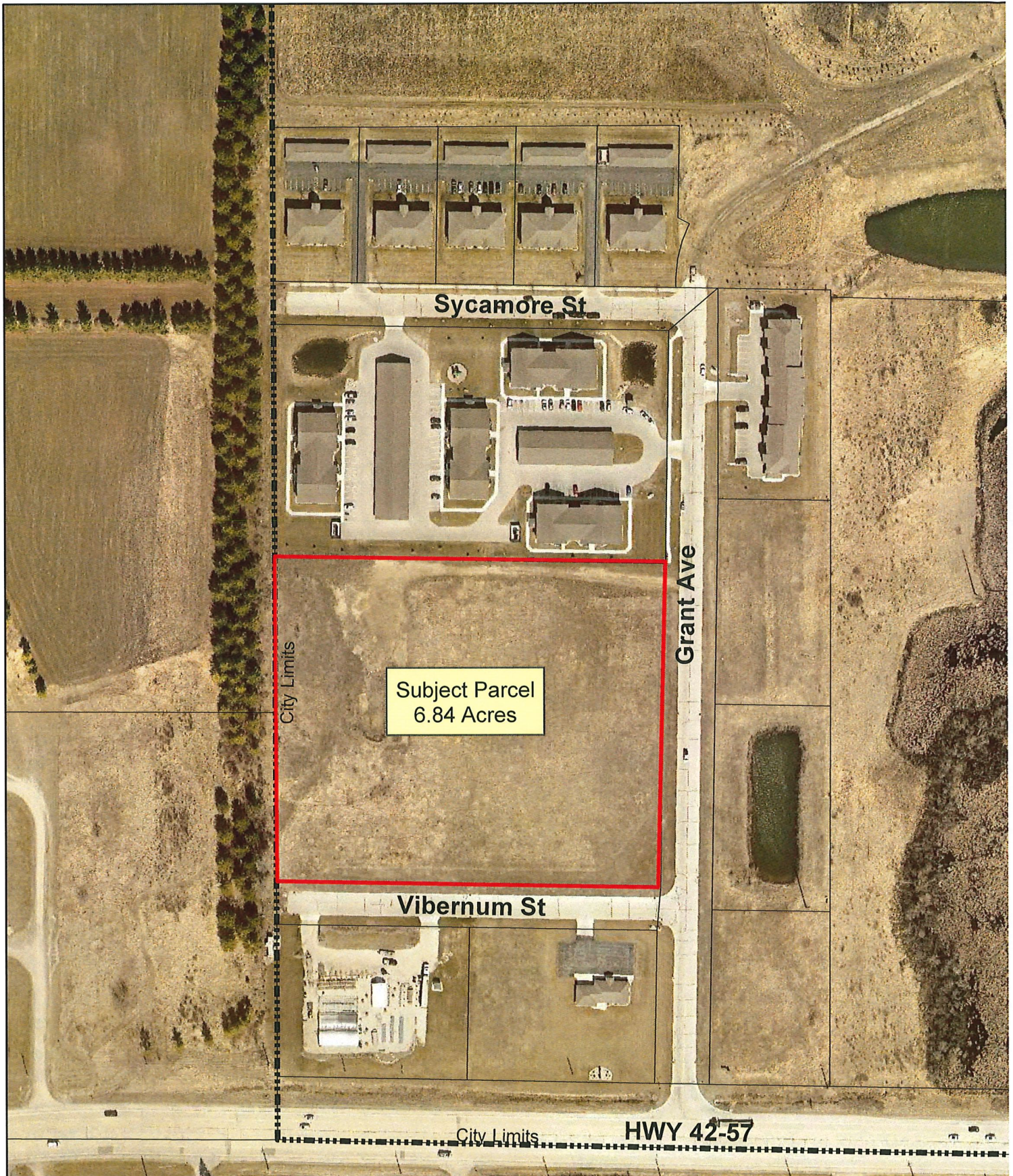
2/3/22
Date

Reviewed by: Josh Van Lieshout
Josh Van Lieshout
City Administrator

2/3/22
Date

Location Map

Grant Ave/Vibenum St Parcel



WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** February 2, 2022 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING FIRM) (~~AGENT OF BUYER AND SELLER~~)** **[STRIKE THOSE NOT APPLICABLE]**
3 The Buyer, Michelle Stimpson and/or, Assigns
4 offers to purchase the Property known as 6.84 +/- acres on S. Grant
5 See attached CSM labeled Addendum M
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 City of Sturgeon Bay,
8 County of Door Wisconsin, on the following terms:
9 **[PURCHASE PRICE]** The purchase price is Two Hundred Seventy-Three Thousand, Six Hundred
10 Dollars (\$ 273,600.00).
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: -----
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]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before March 2, 2022.
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 August 12, 2022
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 \$ n 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 -----) **[STRIKE THOSE NOT APPLICABLE]**
50 ----- (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
51 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
52 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
53 **disbursement agreement.**
54
55 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF 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. REEB 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:-----

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 **seller to complete and return to buyer if applicable**

99 _____
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 **[N/A] GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ 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 150 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.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: planned use development

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: planned unit development land use conditional

274 use permit from Sturgeon Bay.
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 to lot line ; ☒ gas to lot line ; ☒ sewer to lot line ;
278 ☒ water to lot line ; ☒ telephone to lot line ; ☒ cable to lot line ;
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 and on DUD approval 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 150 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 **N/A 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 **N/A 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

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

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

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

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

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

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

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

(1) signed by Buyer; or

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

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

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

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

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

N/A SELLER FINANCING: Seller shall have 10 days after the earlier of:

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

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

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

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

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

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

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 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 **N/A 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 **N/A 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 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

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

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

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____

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

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

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

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

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

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

478 ☐ _____

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

483 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 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

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 _____

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 30 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 -----

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 1) Seller is responsible for paying any special assessments that are on the property.

652
653 2) Some of the buyers are licensed real estate brokers in the State of WI. No real estate
654 commission due to buyer.

655
656 3) Development approval contingent on the street connection through Tim Ruenger's
657 property happening at the municipalities expense. Both buyer and seller to agree to
658 automatically extend the closing up to 18 months past the original closing in the
659 offer to allow the municipality to do so. Buyer agrees that there would be no
660 compensation due to the buyer should this process extend past the original closing
661 date. Buyer will cooperate with municipality to swiftly execute the closing within 30
662 days of having all necessary approvals, ability to pull permits and the approval
663 from municipality that they have completed their condemnation with Ruenger property.
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: Olejniczak, Marty , MOlejniczak@sturgeonbaywi.org

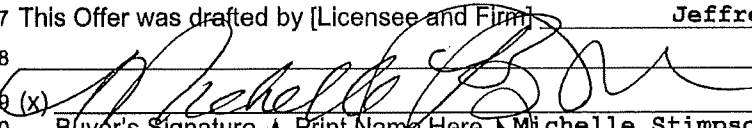
683 Email Address for Buyer: mstimpson@lexingtonneighborhoods.com

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 Addendum M (1 pages), Addendum 1 (1 page) is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Jeffrey T. Marlow, Lexington Homes, Inc.

688

689 (x)  February 2, 2022
690 Buyer's Signature ▲ Print Name Here ▶ Michelle Stimpson and/or Date ▲

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ▶ Assigns 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) _____
698 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

699 (x) _____
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 1 to the Offer to Purchase


Addendum attached to and made part of the Offer to Purchase dated February 2, 2022 made by the Buyer,
with respect to the Property at See attached CSM labeled

Addendum M on S. Grant Street, Wisconsin.

1) This offer is contingent upon the property being approved by the City of Sturgeon Bay to construct a planned unit development and entering into an acceptable developer's agreement between buyer and municipality. Should the approval process for the development of the property not be completed by the close date in the offer, then buyer and seller mutually agree that the closing date automatically extends itself, with no fault on either party, to allow for the rezoning and approval process to occur, yet not to exceed 6 months from the date of the original closing in the offer to purchase, unless it is due to the hold up of the Ruenger property (then see offer on that). Buyer and seller mutually agree the closing date will occur within 30 days of obtaining all the necessary zoning, permits, approvals, and having the ability to pull building permits and to start construction of said project and Ruenger property condemnation is handled. Should buyer at anytime become aware that a mutually agreed upon plan with the municipality cannot be obtained then, buyer has the option to serve notice to the seller stating such and buyer has the right to void offer.

2) This offer is subject to buyers completing a Phase II soil boring study. Studies to be completed within 150 days of accepted offer. All other dates of this contingency then start from the receipt of the studies to the buyer. Upon receipt of the studies being completed, buyers have 30 days to review the studies. If studies do not meet the buyer's approval, buyer will serve notice in writing to seller. Seller to reimburse buyer for the cost of said testing. In doing so, buyer will then relinquish all results and rights to the seller so that the seller may have them for their future use. Buyer will have the right to void the offer within a 30 day review period. If no notice is given with the 30 day review period then the contingency is satisfied. Buyer will give notice of disapproval in writing to the seller along with the unacceptable findings.

3) Per lines 258-260 of the Offer to Purchase, buyer to have a phase 1 study completed at buyers expense if deemed necessary from engineer within 70 days of the accepted offer. All other dates of this contingency then start from the receipt of the study to the buyer. Buyers have 30 days to review the study. If study does not meet the buyer's approval, buyer will serve notice in writing to seller. Buyer will have the right to void the offer within the 30 day review period. If no notice is given within the 30 day review period then the contingency will be considered satisfied.

 2/2/2022
(Buyer's Signature) ▲ Michelle Stimpson and/or (Date) ▲ (Seller's Signature) ▲ (Date) ▲
(Buyer's Signature) ▲ Assigns (Date) ▲ (Seller's Signature) ▲ (Date) ▲

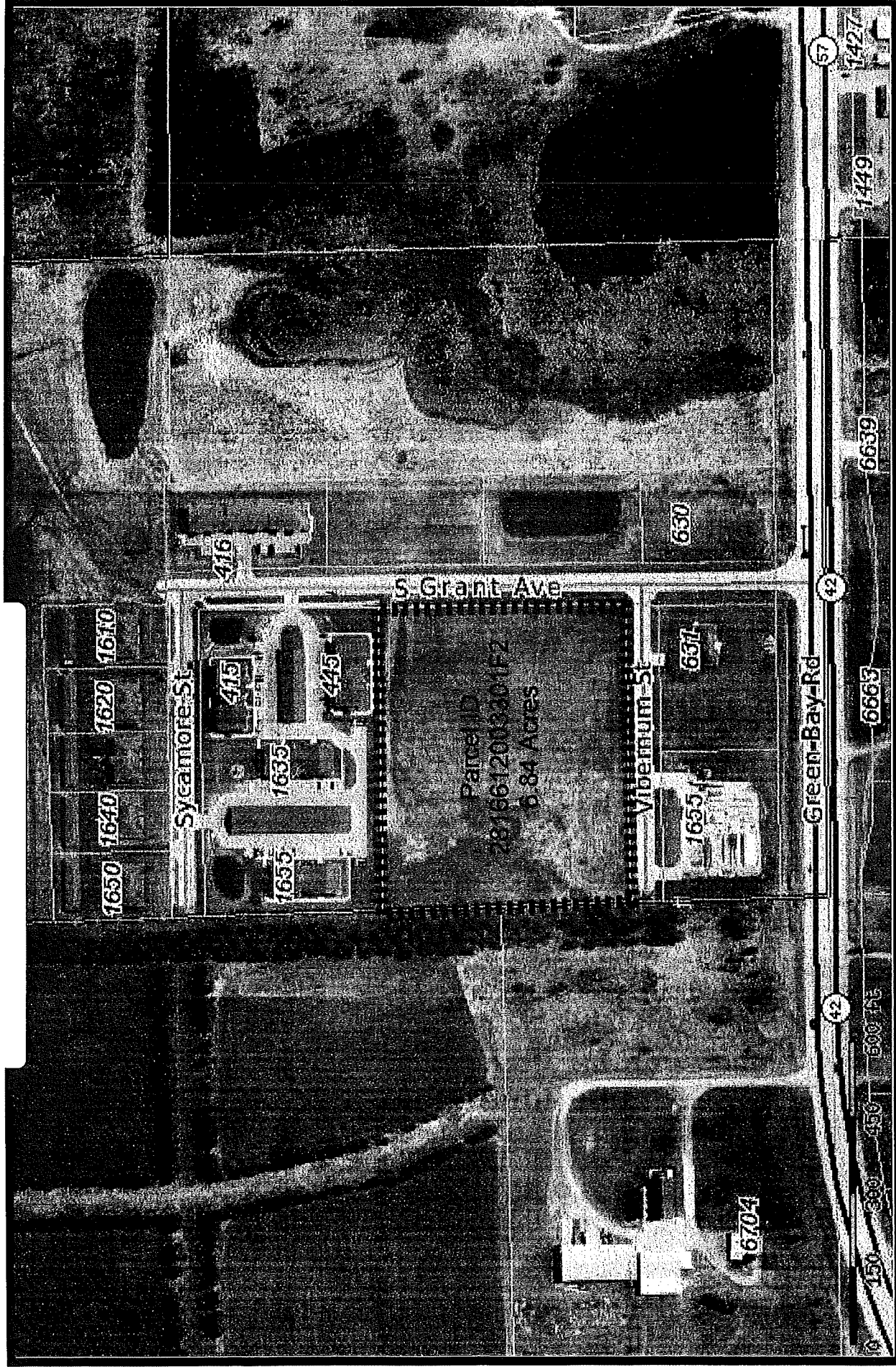
Addendum M

***Door County, Wisconsin
... for all seasons!***



from the Web Map of ...
www.co.door.wi.gov)

Printed 02/02/2022 courtesy of Door C



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DATE: 02/04/1922
TIME: 09:10:31
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 02/15/2022

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|---------------------------------------|--------------------------------|--------------------------------|------------------|------------|
| ----- | | | | |
| GENERAL FUND | | | | |
| GENERAL FUND | | | | |
| | BALLFIELD LIGHTING | | | |
| WPPI ENG | WPPI ENERGY | 02/21 ATHLETIC FLD LIGHT PROJ | 01-000-981-70000 | 1,365.39 |
| TOTAL BALLFIELD LIGHTING | | | | 1,365.39 |
| TOTAL GENERAL FUND | | | | 1,365.39 |
| | | | | |
| CITY CLERK-TREASURER | | | | |
| BUBRICKS | BUBRICK'S COMPLETE OFFICE, INC | PACKING TAPE/DYMO LABELS | 01-115-000-51950 | 76.35 |
| BUBRICKS | | USB FLASH DRIVES | 01-115-000-51950 | 31.92 |
| TOTAL | | | | 108.27 |
| TOTAL CITY CLERK-TREASURER | | | | 108.27 |
| | | | | |
| COMPUTER | | | | |
| 02975 | CAMERA CORNER | SERVICE LABOR AGREEMENT | 01-125-000-55550 | 2,460.00 |
| TOTAL | | | | 2,460.00 |
| TOTAL COMPUTER | | | | 2,460.00 |
| | | | | |
| CITY ASSESSOR | | | | |
| ASSO APP | ASSOCIATED APPRAISALS | 02/22 CONTRACT | 01-130-000-55010 | 4,916.67 |
| TOTAL | | | | 4,916.67 |
| TOTAL CITY ASSESSOR | | | | 4,916.67 |
| | | | | |
| BUILDING/ZONING CODE ENFORCMENT | | | | |
| DCI | DOOR COUNTY INSPECTIONS, LLC | 01/22 BUILDING PERMITS | 01-140-000-55010 | 5,620.17 |
| TOTAL | | | | 5,620.17 |
| TOTAL BUILDING/ZONING CODE ENFORCMENT | | | | 5,620.17 |
| | | | | |
| CITY HALL | | | | |
| 23730 | WPS | 01/22 421 MICHIGAN STREET | 01-160-000-56600 | 2,633.66 |
| BLISS | LIFESTYLES BY BLISS, INC | JAN-MAR 2022 PUBL BATHRM MAINT | 01-160-000-58999 | 2,250.00 |
| VIKING | VIKING ELECTRIC SUPPLY, INC | 20 EXIT SIGN BATTERIES | 01-160-000-55300 | 314.60 |
| WARNER | WARNER-WEXEL LLC | CLEANING SUPPLIES | 01-160-000-51850 | 163.66 |
| TOTAL | | | | 5,361.92 |
| TOTAL CITY HALL | | | | 5,361.92 |

DATE: 02/04/1922
TIME: 09:10:31
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 02/15/2022

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|-------------------------------------|------------------------------|--------------------------------|------------------|------------|
| ----- | | | | |
| GENERAL FUND | | | | |
| GENERAL EXPENDITURES | | | | |
| 08167 | GANNETT WISCONSIN NEWSPAPERS | ORIDINANCE 1398-1121 | 01-199-000-57450 | 349.82 |
| 08167 | | ORIDINANCE 1397-1121 | 01-199-000-57450 | 42.72 |
| 08167 | | NOTICE OF SPRING ELECTION | 01-199-000-57450 | 42.72 |
| 08167 | | BID ADVERT | 01-199-000-57450 | 68.28 |
| 08167 | | BID ADVERT | 01-199-000-57450 | 68.28 |
| 08167 | | PUBLIC HEARING NOTICE | 01-199-000-57450 | 34.05 |
| MEUW | MUNICIPAL ELECTRIC UTILITIES | MSDS ONLINE PROGRAM | 01-199-000-55605 | 900.00 |
| TOTAL | | | | 1,505.87 |
| TOTAL GENERAL EXPENDITURES | | | | 1,505.87 |
| POLICE DEPARTMENT | | | | |
| 04150 | DEJARDIN CLEANERS LLC | LAUNDER SHIRT/BRINKMAN | 01-200-000-56800 | 2.75 |
| 04150 | | HEM PANTS-BRINKMAN | 01-200-000-56800 | 36.00 |
| US BANK | US BANK EQUIPMENT FINANCE | 01/22 RICOH COPIER 23 OF 48 | 01-200-000-55650 | 167.00 |
| TOTAL | | | | 205.75 |
| TOTAL POLICE DEPARTMENT | | | | 205.75 |
| PATROL BOAT | | | | |
| PATROL BOAT | | | | |
| 02206 | BAY MARINE | BOAT REPAIR & WINTERIZING | 01-205-000-58600 | 268.75 |
| TOTAL PATROL BOAT | | | | 268.75 |
| TOTAL PATROL BOAT | | | | 268.75 |
| POLICE DEPT. / INVESTIGATIONS | | | | |
| 04696 | DOOR COUNTY TREASURER | FORENSCS COST SHARE/CELLEBRITE | 01-225-000-57950 | 2,150.00 |
| 04696 | | FORENSCS COST SHARE/MAGNET | 01-225-000-57950 | 4,997.50 |
| 04696 | | CREDIT AXIOM INVOICE | 01-225-000-57950 | -1,920.00 |
| TOTAL | | | | 5,227.50 |
| TOTAL POLICE DEPT. / INVESTIGATIONS | | | | 5,227.50 |
| FIRE DEPARTMENT | | | | |
| FIRE DEPARTMENT | | | | |
| 23730 | WPS | 01/22 656 S OXFORD AVE WS FIRE | 01-250-000-56600 | 427.74 |
| TOTAL FIRE DEPARTMENT | | | | 427.74 |
| TOTAL FIRE DEPARTMENT | | | | 427.74 |
| ROADWAYS/STREETS | | | | |
| MACQUEEN | MACQUEEN EQUIPMENT, LLC | SKID SHOES | 01-400-000-51400 | 423.08 |

INVOICES DUE ON/BEFORE 02/15/2022

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|--------------------------|--------------------------------|-----------------------------|------------------|------------|
| ----- | | | | |
| GENERAL FUND | | | | |
| MACQUEEN | | CUTTING EDGES | 01-400-000-51400 | 324.80 |
| MACQUEEN | | FREIGHT | 01-400-000-51400 | 82.62 |
| TOTAL | | | | 830.50 |
| TOTAL ROADWAYS/STREETS | | | | 830.50 |
| | | | | |
| SNOW REMOVAL | | | | |
| SNOW REMOVAL | | | | |
| 13655 | MONROE TRUCK EQUIPMENT, INC | BRINE STRAINERS | 01-410-000-51400 | 107.17 |
| 13655 | | HYDRAULIC MOTOR | 01-410-000-51400 | 651.36 |
| TOTAL SNOW REMOVAL | | | | 758.53 |
| TOTAL SNOW REMOVAL | | | | 758.53 |
| | | | | |
| STREET MACHINERY | | | | |
| 04545 | DOOR COUNTY COOPERATIVE/NAPA | GASOLINE PREMIX | 01-450-000-52150 | 92.15 |
| 06012 | FASTENAL COMPANY | GREASE GUN | 01-450-000-52700 | 218.90 |
| 06012 | | SOCKET | 01-450-000-52700 | 8.29 |
| 08225 | HERLACHE SMALL ENGINE | SERVICE ON SAW | 01-450-000-52150 | 73.50 |
| ADVAUTO | GENERAL PARTS DISTRIBUTION LLC | FITTING/CAP | 01-450-000-53000 | 27.57 |
| ADVAUTO | | CAPS/FITTING | 01-450-000-53000 | 83.40 |
| ADVAUTO | | CUSHION | 01-450-000-53000 | 23.00 |
| ADVAUTO | | DIE SET/SHIPPING | 01-450-000-53000 | 151.83 |
| JIM FORD | JIM OLSON FORD-LINCOLN, LLC | TRUCK DOOR REPAIRS/LABOR | 01-450-000-58999 | 1,620.00 |
| JIM FORD | | TRUCK DOOR REPAIRS/PAINT | 01-450-000-58999 | 275.00 |
| O'REILLY | O'REILLY AUTO PARTS-FIRST CALL | ADAPTER | 01-450-000-53000 | 21.99 |
| O'REILLY | | CIRCUIT TESTER | 01-450-000-52700 | 18.99 |
| O'REILLY | | SOLDER | 01-450-000-52150 | 18.97 |
| O'REILLY | | OIL | 01-450-000-52150 | 63.98 |
| RIESTER | RIESTERER & SCNELL INC. | ANTENNA | 01-450-000-53000 | 41.13 |
| TOTAL | | | | 2,738.70 |
| TOTAL STREET MACHINERY | | | | 2,738.70 |
| | | | | |
| CITY GARAGE | | | | |
| 23730 | WPS | 01/22 835 N 14TH AVE | 01-460-000-56600 | 3,509.26 |
| TOTAL | | | | 3,509.26 |
| TOTAL CITY GARAGE | | | | 3,509.26 |
| | | | | |
| HIGHWAYS - GENERAL | | | | |
| YOUNK | RYAN YOUNK | SAFETY BOOT REIMBURSE/YOUNK | 01-499-000-56800 | 205.73 |
| TOTAL | | | | 205.73 |
| TOTAL HIGHWAYS - GENERAL | | | | 205.73 |

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CITY OF STURGEON BAY
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| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|------------------------------------|--------------------------------|--------------------------------|------------------|------------|
| ----- | | | | |
| GENERAL FUND | | | | |
| PARKS AND PLAYGROUNDS | | | | |
| 23730 | WPS | 01/22 335 S 14TH AVE MEM FLD | 01-510-000-56600 | 330.21 |
| TOTAL | | | | 330.21 |
| TOTAL PARKS AND PLAYGROUNDS | | | | 330.21 |
| MUNICIPAL DOCKS | | | | |
| 19317 | STONE HARBOR RESORT & | 2021 MARINA AMENITIES | 01-550-000-58999 | 2,300.00 |
| 19317 | | 2021 TRANSIENT SLIP PYMNT | 01-550-000-58999 | 540.00 |
| 23730 | WPS | 01/22 36 S NEENAH AVE RESTROOM | 01-550-000-56600 | 17.88 |
| TOTAL | | | | 2,857.88 |
| TOTAL MUNICIPAL DOCKS | | | | 2,857.88 |
| WATERFRONT PARKS & WALKWAYS | | | | |
| 08225 | HERLACHE SMALL ENGINE | REPLCE SPARK PLUGS-WEED TRIMMR | 01-570-000-51750 | 80.75 |
| TOTAL | | | | 80.75 |
| TOTAL WATERFRONT PARKS & WALKWAYS | | | | 80.75 |
| PUBLIC FACILITIES | | | | |
| 04696 | DOOR COUNTY TREASURER | 2021 4TH ATR MAINTENANCE COST | 01-700-000-56850 | 15,747.52 |
| TOTAL | | | | 15,747.52 |
| TOTAL PUBLIC FACILITIES | | | | 15,747.52 |
| COMMUNITY & ECONOMIC DEVLPMT | | | | |
| 04549 | DOOR COUNTY ECONOMIC DEVELOPME | 2022 1ST QTR COMMITTMENT | 01-900-000-55750 | 7,500.00 |
| TOTAL | | | | 7,500.00 |
| TOTAL COMMUNITY & ECONOMIC DEVLPMT | | | | 7,500.00 |
| TOTAL GENERAL FUND | | | | 62,027.11 |
| CAPITAL FUND | | | | |
| CITY HALL | | | | |
| CITY HALL EXPENSE | | | | |
| 05500 | ENERGY CONTROL AND DESIGN INC | MOTORS | 10-160-000-59999 | 1,454.24 |
| 05500 | | LABOR | 10-160-000-59999 | 1,645.75 |
| 05500 | | SWITCH | 10-160-000-59999 | 137.70 |
| 05500 | | THERMOSTAT | 10-160-000-59999 | 117.66 |
| 05500 | | CONTROLLER | 10-160-000-59999 | 977.91 |
| 05500 | | ACTUATORS | 10-160-000-59999 | 262.15 |

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| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|-----------------------------------|-------------------------|--------------------------------|------------------|------------|
| CAPITAL FUND | | | | |
| CITY HALL EXPENSE | | | | |
| CITY HALL EXPENSE | | | | |
| 05500 | | CONTACTS | 10-160-000-59999 | 16.65 |
| 05500 | | MILEAGE | 10-160-000-59999 | 120.00 |
| TOTAL CITY HALL EXPENSE | | | | 4,732.06 |
| TOTAL CITY HALL | | | | 4,732.06 |
| WATERFRONT PARKS & WALKWAYS | | | | |
| 02130 | BAUDHUIN INC | JUNIPER ST MTGS & PAYMNT REQST | 10-570-000-59075 | 606.00 |
| 02130 | | JUNIPER ST RFP PUBLISH FEES | 10-570-000-59075 | 49.40 |
| TOTAL | | | | 655.40 |
| TOTAL WATERFRONT PARKS & WALKWAYS | | | | 655.40 |
| TOTAL CAPITAL FUND | | | | 5,387.46 |
| CABLE TV | | | | |
| CABLE TV / GENERAL | | | | |
| CABLE TV / GENERAL | | | | |
| 02975 | CAMERA CORNER | ONLINE VIDEO STORAGE/STREAMING | 21-000-000-58999 | 9,956.00 |
| TOTAL CABLE TV / GENERAL | | | | 9,956.00 |
| TOTAL CABLE TV / GENERAL | | | | 9,956.00 |
| TOTAL CABLE TV | | | | 9,956.00 |
| TID #4 DISTRICT | | | | |
| TID #4 DISTRICT | | | | |
| TID #4 DISTRICT | | | | |
| BAYLOFTS | WISCONSIN MANAGEMENT CO | 2021 TAX INCREMENT REIMBURSE | 28-340-000-55001 | 93,941.01 |
| TOTAL TID #4 DISTRICT | | | | 93,941.01 |
| TOTAL TID #4 DISTRICT | | | | 93,941.01 |
| TOTAL TID #4 DISTRICT | | | | 93,941.01 |
| SOLID WASTE ENTERPRISE | | | | |
| SOLID WASTE ENTERPRISE FUND | | | | |
| SOLID WASTE ENTERPRISE FUND | | | | |
| 03806 | CUMMINS NPOWER, LLC | OIL FILTERS | 60-000-000-53000 | 152.16 |
| FLEETPRI | FLEETPRIDE | BRAKE SHOEKIT | 60-000-000-53000 | 174.56 |
| FLEETPRI | | BRAKE DRUMS | 60-000-000-53000 | 245.16 |
| GFLNVIR | GFL ENVIRONMENTAL, INC | CARDBOARD RECYCLING | 60-000-000-58350 | 648.74 |
| TOTAL SOLID WASTE ENTERPRISE FUND | | | | 1,220.62 |
| TOTAL SOLID WASTE ENTERPRISE FUND | | | | 1,220.62 |
| TOTAL SOLID WASTE ENTERPRISE | | | | 1,220.62 |
| TOTAL ALL FUNDS | | | | 172,532.20 |

MANUAL CHECKS

| | |
|--------------------------------|--------------------------|
| WAL-MART-CAPITAL ONE | \$784.97 |
| 02/01/2022 | |
| Check # 89811 | |
| 12/21 Statement Charges | |
| 10-160-000-59015 | |
| MCCLONE | \$44,975.00 |
| 02/01/2022 | |
| Check 89812 | |
| Jan & Feb Liability Insurance | |
| Various Departmental Accounts | |
| SUPERIOR VISION | \$909.49 |
| 02/01/2022 | |
| Check # 89813 | |
| 02/22 Vision Insurance | |
| 01-000-000-21540 | |
| DELTA DENTAL | \$6,116.82 |
| 02/01/2022 | |
| Check # 89814 | |
| 02/22 Dental Insurance | |
| Various Departmental Accounts | |
| EFT GROUP INSURANCE | \$113,811.74 |
| 02/01/2022 | |
| Check # 89814 | |
| 02/22 Health Insurance | |
| Various Departmental Accounts | |
| TOTAL MANUAL CHECKS | \$ 166,598.02 |

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| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|---------------------|------------------------|------------------|-----------|------------|
| ----- | | | | |
| SUMMARY OF FUNDS: | | | | |
| | GENERAL FUND | 62,027.11 | | 228,425.13 |
| | CAPITAL FUND | 5,387.46 | | |
| | CABLE TV | 9,956.00 | | |
| | TID #4 DISTRICT | 93,941.01 | | |
| | SOLID WASTE ENTERPRISE | 1,220.62 | | |
| TOTAL --- ALL FUNDS | | 172,532.20 | | 339,130.22 |