

MARATHON COUNTY FORESTRY/RECREATION COMMITTEE AGENDA

Date and Time of Meeting: Tuesday, July 2, 2019 at 12:30pm

Meeting Location: Conference Room #3, 212 River Drive, Wausau WI 54403

MEMBERS: Arnold Schlei (Chairman), Rick Seefeldt (Vice-Chairman), Jim Bove

Marathon County Mission Statement: Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly or in cooperation with other public and private partners provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business.

Parks, Recreation and Forestry Department Mission Statement: Adaptively manage our park and forest lands for natural resource sustainability while providing healthy recreational opportunities and unique experiences making Marathon County the preferred place to live, work, and play.

Agenda Items:

- 1. Call to Order
- 2. Public Comment Period Not to Exceed 15 Minutes
- 3. Approval of the Minutes of the June 4, 2019 Committee Meeting
- 4. Educational Presentations/Outcome Monitoring Reports
 - A. Wisconsin Endurance Mountain Bike Race Participation and Revenue
 - B. 2019 2021 Wisconsin State Budget Initiatives Affecting Forestry Programs
 - C. Forestry Division Timber Sale Revenue Through June 30, 2019
- 5. Operational Functions Required by Statute, Ordinance or Resolution:
 - A. Discussion and Possible Action by Committee
 - 1. Forest Citizen Advisory Subcommittee Appointments
 - B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration
 - 1. Resolution: Consider the Purchase of Kerswill Property for County Forest
 - 2. Resolution: Approving an Application to Acquire Funding Through the Knowles-Nelson Stewardship Program
- 6. Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee None
- 7. Next Meeting Date, Time, Location: August 6, 2019, 12:30pm, Rm. 3, 212 River Dr., Wausau, WI 54403
 - A. Announcements/Requests/Correspondence
 - B. Future Agenda Items: Timber Sale Closeouts, Good Neighbor Authority Program, Consider Approving Public Comment Process for County Forest Plan Revision
- 8. Adjournment

SIGNED <u>/s/ Thomas Lovlien</u>
PRESIDING OFFICER OR DESIGNEE

ANY PERSON PLANNING TO ATTEND THIS MEETING WHO NEEDS SOME TYPE OF SPECIAL ACCOMMODATION IN ORDER TO PARTICIPATE SHOULD CALL THE COUNTY CLERK'S OFFICE AT 261-1500 OR E-MAIL infomarathon@mail.co.marathon.wi.us ONE BUSINESS DAY BEFORE THE MEETING.

	848-9361 848-58	387 715-387-4175	NOTICE POSTEL	AT COURTHOUSE:
FAXED TO:	Daily Herald City Pa	ages Marshfield News		
	Mid-west Radio Grou	p – 848-3158	Ву:	
FAXED BY:	Jodi Luebbe		Date:	
FAX DATE/TIME:	June 25, 2019	1:00 p.m.	Time:	a.m/p.m

Members present: Arnold Schlei (c), James Bove

Members excused: Rick Seefeldt

Also present: Tom Lovlien-Forest Administrator, Jamie Polley-Director, Chad Keranen-DNR Liaison, John Beatty,

Christian Boulanger

<u>Call meeting to order</u> – Meeting called to order by Chairman Schlei at 12:30pm, Rm 3, 212 River Dr., Wausau.

Public Comment Period - Not to Exceed 15 Minutes - none brought forward

<u>Approve Minutes</u> – **Motion** / second by Bove / Schlei to approve the minutes from the May 7, 2019 regular Forestry/Recreation Committee meeting. Motion **carried** by voice vote, no dissent.

Educational Presentations/Outcome Monitoring Reports

A. Article – Report Says Wisconsin Forestry on the Upswing – Lovlien commented that the forestry employment sector increased nearly five percent and timber sales in dollars increased by nearly ten percent. Consumption of pulpwood has decreased because some of the pulpwood mills have been going out of business but because the forests are aging more high quality wood is being shipped.

- B. Article Wisconsin Tourism Industry Generates 21.6 Billion Lovlien commented that the 2018 visitor spending rose five percent to \$13.3 billion and most of the growth was tied to recreational activities. The different events promoted through the Department will help the local area. Marathon County tourism has also been increasing the last several years.
- C. Article May 2019 Paper and Forestry Products Month Lovlien said the State legislature has noted that papermaking has been going on for 165 years starting in 1848. Because of sustainable forestry practices Wisconsin, forests are growing one and a half times more timber than is being harvested each year and there are more trees and forests in the United States than there were one hundred years ago. The forests are being managed sustainability and are not being overharvested. Along with that, the quality of life that the recreational programs provide is also important. Schlei questioned the progress of the national forests timber sales with the counties taking over some responsibilities. Keranen will bring information to the next meeting about the increased harvesting and how the state and counties are helping with the sales on the national forests.
- D. Article Electronic Assist Bikes Polley said the concept had previously been brought to Forestry Committee and Park Commission and eventually will come back whether or not to allow them on the County's mountain bike trails. Currently electronic assist bikes are just allowed on the Mountain Bay Trail. The articles discuss the pros and cons of these bikes and the new legislature being brought forward for them. Polley said the only electronic assist bikes the Marathon County Pedestrian and Bike Committee are discussing are the Class 1 pedal assist bikes and not the other classes that are throttle only. The bike has levels of assistance and needs to be pedaled in order for it to move. There are different classes within the pedal assist bikes and the ones being looked at are the lowest class with a limit on motor size and speed.

Polley thought there may be some mixed feelings among the bike community with some not having any problem with the electronic assist bikes while other may feel they don't belong on the trails. She felt there was some support for e-bikes for aging bikers who may have difficulty biking up a hill. The e-bike would make it easier for them which would allow them to still continue to bike which is a benefit. There is not a lot of research yet as to what effect they have on a mountain bike trail but Polley did not think it could be much more than a regular mountain biker has. Whether they are allowed or not on the trails may come down to enforcement and how to know that the correct class of bike is being used on the trails.

Operational Functions Required by Statute, Ordinance or Resolution

- A. Discussion and Possible Action by Committee
 - 1. Timber Sale Extension Requests
- a. Tigerton Lumber Contract #642-15 A one year extension at a zero percent increase had already been granted on this contract because of poor logging conditions and bad winters. There is also an agreement with a private landowner that Lovlien worked to extend for two years. Lovlien thought the County should assess a penalty because this contract could have been cut last winter and is four years old and no timber has been harvested yet. He is recommending a twenty-percent increase. The contractor may be able to cut some of this sale before the rate increase on January 1, 2020. Questions were answered. **Motion** / second by Schlei / Bove to extend Contract #642-15 until January 1, 2020 with a twenty-percent increase in stumpage on January 1, 2020. Motion **carried** by voice vote, no dissent.
- b. Central Wisconsin lumber Contract #644-15 Lovlien said a one year extension at a zero percent increase has already been granted on this contract because of poor logging conditions and bad winters. Central Wisconsin Lumber cut three of their four sales catching up on some of their four-year old contracts with the County last winter. This sale was operable, it is four years old with no timber harvested and it could have been cut but the contractor chose not to. He recommends a twenty-percent increase on stumpage as of January 1, 2020. Questions were answered. **Motion** / second by Bove /Schlei to extend Contract #644-15 to December 30, 2020 with a twenty percent increase in stumpage after January 1, 2020. Motion **carried** by voice vote, no dissent
- 2. Discussion and Possible Action on Ordering a Second Appraisal for Knowles-Nelson Stewardship Funding on the Property in the Town of Hewitt Lovlien said the CERES property is (200 acres) in the Town of Hewitt that the County is attempting to acquire. An appraisal was completed but some problems arose. CERES is willing to pay for a second appraisal using an appraiser that the County contracts. The DNR will determine which appraisal is the fairest to both parties and certify one of the two. That certified appraisal is the one the County will use for State grant funding. Lovlien also believes that the County, CERES and the State will be better served if a second appraisal is done so a comparison can be made. Questions were answered. **Motion** / second by Bove / Schlei that the County orders a second appraisal on the CERES property with CERES paying for that appraisal in full. Both appraisals will be sent to the DNR who will review and the County will use one of them for State grant funding. Motion **carried** by voice vote. Questions were answered.

Next Meeting Date & Time, Location – July 2, 2019 at 12:30pm, 212 River Dr., Rm. 3

A. Announcements/Requests/Correspondence – Lovlien said the County received an accepted offer on the Kerswill property for the appraised value and this item will most likely come back to the Committee at the July meeting.

B. Future Agenda Items – Timber Sale Closeouts, offer to purchase on the Kerswill property, Good Neighborhood Authority update, approval for a public participation plan for the Fifteen Year County Comprehensive Forest Use Plan

Adjourn – Motion / second by Schlei / Bove to adjourn at 1:10 pm. Motion carried by voice vote, no dissent.

Jodi Luebbe

From: Tom Lovlien

Sent: Tuesday, June 25, 2019 9:39 AM

To: Jodi Luebbe

Subject: FW: WEMS race numbers

Here it is.

Thomas Lovlien
Marathon County Forest Administrator



212 River Drive, Suite 2
Wausau, WI 54403
(715)261-1584 Office
(715)573-2265 Cell
(715)261-4163 Fax
Tom.lovlien@co.marathon.wi.us

From: Cynthia Hassel

Sent: Thursday, June 20, 2019 9:50 AM

To: Dan Fiorenza <Dan.Fiorenza@co.marathon.wi.us>; Tom Lovlien@co.marathon.wi.us>

Subject: WEMS race numbers

6/7/19 - 6/9/19 WEMS race

79 participants @ \$5.25 = \$414.75

57 trail passes @ \$4.00 = \$228.00

10. Lieutenant Governor Security. Prohibit DOT from spending from the State Patrol general operations appropriations more in the 2019-21 biennium for the security and safety of the Lieutenant Governor than was expended in the 2017-19 biennium.

Local Transportation Aid

11. General Transportation Aid. (LFB Paper #710). Provide the following related to the general transportation aids program:

County Aid. Increase funding by \$2,777,400 SEG in 2019-20 and \$11,109,400 SEG in 2020-21 to fund a 10.0% increase to the calendar year general transportation aid distribution for counties for 2020 and thereafter. This would provide a calendar year distribution amount for counties equal to \$122,203,200 for 2020 and thereafter.

Municipal Aid. Increase funding by \$17,432,000 SEG in 2019-20 and \$34,863,900 SEG in 2020-21 to fund a 10.0% increase to the calendar year general transportation aid distribution for municipalities for 2020 and thereafter. This would provide a calendar year distribution amount for municipalities equal to \$383,503,200 for 2020 and thereafter. Increase the mileage aid rate by 10.0% (\$239 per mile), from its current level of \$2,389 per mile to \$2,628 per mile, for calendar year 2020 and thereafter.

Delete the statutory references to prior calendar year funding amounts for counties and municipalities, as well as the prior year mileage aid rate amounts for municipalities.

- 12. County Forest Road Aid. Adopt the provisions of LRB 3260/P1 to: (a) provide \$35,900 SEG annually to the appropriation for county forest road aid; and (b) increase the rate per mile provided to counties eligible for this program to \$351 per mile (from \$336 per mile). Specify that these provisions would first apply on the day after publication of the budget act.
- 13. Mass Transit Operating Assistance. (LFB Paper #711). Provide \$553,700 SEG in 2019-20 and \$2,214,800 SEG in 2020-21 to provide a 2% increase in mass transit operating assistance to each tier of mass transit systems for calendar year 2020 and thereafter. Base funding for mass transit operating assistance would increase to \$112,952,300 annually (a 2% increase). Delete the statutory references to prior calendar year funding amounts for each tier of mass transit system. Set the statutory calendar year distribution amounts for 2020 and thereafter at \$65,477,800 for Tier A-1, \$17,205,400 for Tier A-2, \$24,976,400 for Tier B, and \$5,292,700 for Tier C.
- 14. Seniors and Individuals with Disabilities. (LFB Paper #712). Provide \$1,500,000 SEG annually to the county assistance program. Under this alternative, base funding for the county assistance program would increase to \$15,977,800 annually (a 10.4% increase).
- 15. Paratransit Aids. Provide \$275,000 annually to provide a 10% increase for paratransit aid. This would increase funding from \$2,750,000 in base funding to \$3,025,000 annually.

Errata hanguage

The Honorable Alberta Darling, Co-Chair The Honorable John Nygren, Co-Chair Page 3 May 1, 2019

In addition, the Governor recommends clarifying the treatment of the funding for offhighway motorcycle projects, administration, safety and enforcement. Under current law, a sum sufficient appropriation provides GPR in the amount of registration and related fees paid by off-highway motorcycle owners to the Department of Natural Resources for projects and other program costs. If the appropriation is not fully expended by the end of each fiscal year, the expenditure authority lapses. The Governor recommends converting the sum sufficient appropriation to a transfer from the general fund to the conservation fund using the current matching formula and creating a continuing SEG appropriation from which the transferred funds would be expended. This would continue to provide the annual GPR funding but retain the funds and the ability to expend them into the future by transferring them to the conservation fund.



Stewardship Program Extension

The Governor's budget includes a two-year extension of the Warren Knowles-Gaylord Nelson Stewardship Program. To ensure sufficient authority is available for the extension, an additional \$42.6 million of general obligation bonding authority should be included in the budget bill. This amount will also ensure that the cost-sharing grant to provide matching funds for a for Municipal Flood Control project in Trempealeau County remains fully funded.

9. **Well Compensation Grants**

The Governor recommends correcting a file maintenance error and providing an increase of \$800,000 SEG from the environmental fund in each year for well compensation grants in the appropriation under s. 20.370(6)(cr).



10. County Forest Grants

The Governor recommends correcting a file maintenance error and providing an additional \$165,000 SEG annually from the forestry account of the conservation fund in the county sustainable forestry and county forest administration grants appropriation under s. 20.370(5)(bw), to be allocated as follows: (a) \$87,000 SEG annually for sustainable forestry practices and (b) \$78,000 SEG annually for counties to hire LTE foresters.

11. TEACH Grants - Universal Service Fund Appropriation

The Governor's budget includes increased funding for broadband expansion, including funding from the universal service fund. The budget bill reduces expenditure authority in the universal service fund TEACH appropriation by the recommended amount of the TEACH grant reduction (\$6,025,000 SEG per year). Universal service fund assessments, however, are tied to appropriation amounts, so this reduces the universal service fund revenues coming into the program. Continuing existing universal service fund assessments will ensure there are sufficient revenues available for any growth in the TEACH program as well as potential funding of the Public Service Commission broadband expansion program in the future.

12. Office of Emergency Communications Funding

The Governor's recommends transferring the Office of Emergency Communications and its functions from the Department of Military Affairs to the Department of Transportation. As part of the transfer several appropriations were renumbered from s. 20.465 to

STAFF RECOMMENDATIONS ON FOREST CITIZENS ADVISORY SUBCOMMITTEE APPOINTMENTS – JULY 2, 2019

- 1. Paul Klocko General Member Expiring Sept. 1, 2021
- 2. Gary Weiland ATV/Motorized Expiring Sept. 1, 2021
- 3. Marcell Wieloch Conservation Congress Expiring Sept. 1, 2021
- 4. Dale Heil Logging Expiring Sept. 1, 2021
- 5. Ryan Schleifer Forest Industry Expiring Sept. 1, 2021

RESOLUTION NO. _____ - 19

PURCHASE OF KERSWILL PROPERTY FOR COUNTY FOREST

WHEREAS, on December 18, 2018, the Marathon County Board of Supervisors approved Resolution #R-60-18 authorizing the application for funding through the Knowles-Nelson Stewardship Land Acquisition Grant program, secure an appraisal and negotiate the purchase with a landowner of 199.84 acres in the Town of Hewitt, Marathon County, Wisconsin; and

WHEREAS, Randy and Denice Kerswill has accepted Marathon County's offer at the appraised value of \$349,000.00 for 199.84 acres under the terms of the attached Offer to Purchase; and

WHEREAS, the property is further described in addendum A attached to the Offer to Purchase; and

WHEREAS, the Human Resources, Finance and Property Committee, Environmental Resources Committee and the Forestry/Recreation Committee recommends purchasing the Kerswill property to meet the objectives of the Marathon County Forest Comprehensive Plan; and

WHEREAS, Objective 5.2 of the 2018 – 2022 Marathon County Strategic Plan promotes sound land use decisions that conserve and preserve natural resources in decisions with economic development and growth; and

WHEREAS, "C and F" of the Strategic Plan are to acquire land for public park and forest use to retain natural landscapes and protect natural resources; and

WHEREAS, this purchase of land meets outcome measure 3 of the Strategic Plan of acquiring an average of 320 acres of land per year for the Marathon County Parks and Forests system; and

WHEREAS, the County Board has the authority to acquire said property for the purpose of establishing County forest land pursuant to Wis. Stats. 59.52(6) and 28.10; and

WHEREAS, acquisition of this property would perpetually provide forest products to our local economy, revenues to the County, outdoor recreation opportunities to the public, and improve property administration on the County Forest; and

WHEREAS, the leadership of the Town of Hewitt supports the County acquiring the property; and

WHEREAS, Wis. Stats 65.90(5)(a) dictates that appropriations in the Marathon County budget may not be modified unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Supervisors of the County of Marathon does hereby ordain as follows:

- 1. To authorize the purchase of the Kerswill property in accordance with the terms and conditions of the Accepted Offer to Purchase;
- 2. That the County Forest blocking boundaries listed and described in Chapter 900 of the Marathon County Forest Comprehensive Land Use Plan 2006 2020 be amended to include this property;
- 3. Direct the property to be entered under Wis. Stats. 28.11 and be designated as regular County forest lands;
- 4. To authorize the proper County officials to execute the documents necessary to complete this transaction.
- 5. To create the budget transfer to modify the 2019 land purchase State grant fund for \$347,033.00.

BE IT FURTHER RESOLVED that the County Board of Supervisors hereby authorizes and directs the County Clerk to issue checks pursuant to this resolution and the Treasurer to honor said checks.

Dated this 23rd day of July, 2019.

FORESTRY/RECREATION COMMITTEE
ENVIRONMENTAL RESOURCES COMMITTEE
HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE
<u> </u>

Fiscal Impact Estimate: Modified the 2019 budget for the Land Purchase – State Grant Fund. In total \$355,460.00 for the purchase of this property to be funded as follows:

- Land Purchase State Grant \$347,033.00
 Forestry Segregated Land Purchase Account \$8,427.00

Approved by the Wisconsin Real Estate Examining Board 03-1-11 (Optional Use Date) 07-1-11 (Mandatory Use Date)

WB-13 VACANT LAND OFFER TO PURCHASE

1	LICENSEE DRAFTING THIS OFFER ON May 29, 2019 [DATE] IS (AGENT OF BUYE	R)
	(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE	,
3	GENERAL PROVISIONS The Buyer, Marathon County, a municipal body corporate	
4	, offers to purchase the Prope	ertv
5	known as [Street-Address] 040-3009-031-0997, SWNE, Section 3, T30N-R9E 040-3009-032-0999, NENW, FRL1/4, Section 3, T30N-R9E 040-3009 0997, SWNW, Section 3, T30N-R9E 040-3009-032-0996, SENW, Section 3, T30N-9E	-032
<u>C</u>	1997, SWNW, Section 3, T30N-R9E 040-3009-032-0995, NWNW FRL1/4,EX N 1320', Section 3 T30N-R9E 040-3009-032-0996, SENW, Section 3, T30N-9E	
6	in the <u>Town</u> of <u>Hewitt</u> , County of <u>Marathon</u> , Wisconsin (Insorted and Insorted as an addendum per line 525), on the following terms:	ert
7	⁷ additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:	
8	■ PURCHASE PRICE: Three Hundred Forty Nine Thousand	
9	Dollars (\$ <u>349,000.00</u>).
10	B Dollars (\$ 349,000.00 ■ EARNEST MONEY of \$ N/A accompanies this Offer and earnest money of \$ N/A	
11	will be mailed, or commercially or personally delivered within N/Adays of acceptance to listing broker	or
12		
13	■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.	
	■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the	he
15	date of this Offer not excluded at lines 18-19, and the following additional items: N/A	
16		
18	■ NOT INCLUDED IN PURCHASE PRICE: N/A	
20	CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rento	ed
	and will continue to be owned by the lessor.	
22	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items a	re
23	included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.	
24	■ ZONING: Seller represents that the Property is zoned: <u>General Agricultural – County Zoned.</u>	
25	ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identic	al
26	copies of the Offer.	
27	CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadline	es
28	running from acceptance provide adequate time for <u>both</u> binding acceptance and performance.	
	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer of	on
30	or before July 1, 2019	the
31	market and accept secondary offers after binding acceptance of this Offer.	
32	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.	
33	oxdot OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX ($oxdot$) ARE PART OF TH	IS
34	OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/	Α"
	OR ARE LEFT BLANK.	
36	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents ar	nd
	written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.	
38	(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery	if
39	named at line 40 or 41.	
40	Seller's recipient for delivery (optional): <u>Luke Gliniecki</u>	
	Buyer's recipient for delivery (optional): 212 River Drive, Suite 2, Wausau WI 54403	
	X (2) Fax: fax transmission of the document or written notice to the following telephone number:	_
	Seller: (<u>217</u>) <u>285-9099</u> Buyer: (715) <u>261-1565</u>	
44		_
	commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, f	a Or
	delivery to the Party's delivery address at line 49 or 50.	Oi
	X (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Part	h.,
48	or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.	у,
49	Delivery address for Seller: P.O. Box 2064, Wausau, WI 54402	
50	Delivery address for Buyer: 212 River Drive, Suite 2, Wausau WI 54403	
51	X (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at lir	_
52	55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily fi	ie or
52	personal, family or household purposes, each consumer providing an e-mail address below has first consented electronical	II.
50	to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.	пу
54	E-Mail address for Sollar (antional): Juke dinicational whiteful properties some	
	E-Mail address for Seller (optional): <u>luke.gliniecki@whitetailproperties.com</u>	_
56	E-Mail address for Buyer (optional): tom.lovlien@co.marathon.wi.us	
0/	PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Sell-	er
၁ၓ	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.	

59	
	OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60	Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
	free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
	with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.
63	PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no
	notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
	identified in the Seller's disclosure report dated <u>8/9/2018</u> , which was received by Buyer prior to
	Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
67	and <u>N/A</u>
68	
69	
70	CLOSING This transaction is to be closed no later than September 15, 2019
71	
72	CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73	real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
	assessments, fuel and <u>N/A</u> CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
	s Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
	Provided the control of the control
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80	ADDITION TO LO DOLLA CUE DI COMO
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84	· · · · · · · · · · · · · · · · · · ·
	CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
86	substantially different than the amount used for proration especially in transactions involving new construction,
	extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor
88	
	regarding possible tax changes.
89	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
89 90	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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
90 91	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
90 91 92	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
90 91 92 93	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.
90 91 92 93 94	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction. LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
90 91 92 93 94 95	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction. LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
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This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us.

- 121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares 122 where one or both of the properties is used and occupied for farming or grazing purposes.
- 123 CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and 124 occupied for farming or grazing purposes.
- 125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization 129 Section or visit http://www.revenue.wi.gov/.
- 130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection 133 Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.
- 134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more 138 information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.
- SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
- BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
- PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that is was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

- 161 ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or 162 written notice physically in the Party's possession, regardless of the method of delivery.
- 163 <u>CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION</u>: "Conditions Affecting the Property or Transaction" are 164 defined to include:
- Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.
- 188 (Definitions Continued on page 5)

Property Address: 040-3009-031-0997, 040-3009-032-0999, 040-3009-032-0997, 040-3009-032-0995, 040-3009-032-0996

189	IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY. SEE LINE 458 & ADDENDUM A
190	FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
191	
192	loan commitment as described below, withindays of acceptance of this Offer. The financing selected shall be in an
193	amount of not less than \$for a term of not less thanyears, amortized over not less thanyears.
194	Initial monthly payments of principal and interest shall not exceed \$ Monthly payments may
195	also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196	premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
	fee in an amount not to exceed % of the loan. If the purchase price under this Offer is modified, the 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 201 or 202.
201	FIXED RATE FINANCING: The annual rate of interest shall not exceed %.
202	ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed %. The initial interest
203	rate shall be fixed for months, at which time the interest rate may be increased not more than % per
204	year. The maximum interest rate during the mortgage term shall not exceed %. Monthly payments of principal
205	and interest may be adjusted to reflect interest changes.
	If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
	526-534 or in an addendum attached per line 525.
	■ <u>BUYER'S LOAN COMMITMENT</u> : Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
	mortgage loan, and to provide evidence of application promptly upon request of Seller. 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 the written loan commitment no
	later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
	Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213	commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
	accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.
	CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
217	the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
	COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
	ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.
	■ <u>SELLER TERMINATION RIGHTS</u> : If Buyer does not make timely delivery of said commitment, Seller may terminate this
221	Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
	commitment.
223	■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already
224	delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
	same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
	named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
	transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
	extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
	any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
	<u>■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING</u> : Within 7 days of acceptance, a financial institution or third party
	in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232	sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233~	written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
	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 contingency.
237	
	at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
	subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240	purchase price. This contingency shall be deemed satisfied unless Buyer, within N/A days of acceptance, delivers to
	Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
	purchase price, accompanied by a written notice of termination.
	CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
	deadlines provide adequate time for performance

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
- Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or solls contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
- Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 W. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific event, such as closing, expire at midnight of that day.
- 287 <u>DEFECT</u>: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 <u>FIXTURE</u>: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and 294 docks/piers on permanent foundations.
- 295 CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.
- 296 PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

Property Address: 040-3009-031-0997,040-3009-032-0999,040-3009-032-0997,040-3009-032-0995,040-309-032-0996
PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of:
307
308
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The option
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within days of acceptance, delive
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specif
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Selle
agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.
ZONING CLASSIFICATION CONFIRMATION: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller'
315 STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned
and that the Property's zoning allows the Buyer's proposed use described at lines 306-308
317 SUBSOILS: This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neit
is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition wh
would make the proposed use described at lines 306-308 impossible or significantly increase the costs of significant the
development.
PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: This Offer is conting
upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence fr
a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that m
be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one
the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHE
327 ALL THAT APPLY: Conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank
328 other:
EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRI
ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restriction
affecting the Property and a written determination by a qualified independent third party that none of these prohibit
significantly delay or increase the costs of the proposed use or development identified at lines 306-308.
APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's
neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by
granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buye
proposed use:
337
UTILITIES: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the listed locations (e.g., on the Property, at the listed locations (e.g., on the Property, at the listed locations (e.g., on the Property) at the listed location (e.g., on the Property) at the listed locatio
lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: electricity ;
341 gas; sewer; water
342 telephone ; cable ; other
ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE O
("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from put
345 roads.
346 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) \$TRIKE ONE ("Buyer's" at neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other
350 use described at lines 306-308.
MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) \$TRIKE ONE ("Seller")
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
353 registered land surveyor, within days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricked
354 expense. The map shall show minimum ofacres, maximum ofacres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements
356 if any, and:
357 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or squar
359 footage; easements or rights-of-way. CAUTION: Consider the cost and the need for map features before selecting them
360 Also consider the time required to obtain the map when setting the deadline. This contingency shall be deemed satisfie
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

- PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.
- 368 CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.
- 370 EARNEST MONEY
- 371 <u>HELD BY</u>: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or 373-otherwise disbursed as provided in the Offer.
- 374-CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the 375-Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special 376-disbursement agreement.
- 377 DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. 379 At-closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest 380-money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; 383-(2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to 386 exceed \$250, prior to disbursement.
- LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in sale relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to sale disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or sale disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Sale of residential property with 1-4 sale dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their sale legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith sale disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing sale regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.
- DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.
- NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

	Property Address: <u>040-3009-031-0997, 040-3009-032-0999, 040-3009-032-0997, 040-3009-032-0995, 040-3009-032-0996</u>	Page 8 of 10, WB-13
407 408 409 410 411 412 413 414 415 416 417 418		upon delivery ver notice prior indary buyers. Seller's notice f this Offer. All ecceptance; (3) eadlines in this s a breach of ole time of the
420 421 422 423	provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and entered under them, recorded easements for the distribution of utility and municipal services, recorded but restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclose in this Offer, general taxes levied in the year of closing and N/A	d agreements ding and use
	which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.	ne documents
430	■ <u>TITLE EVIDENCE</u> : Seller shall give evidence of title in the form of an owner's policy of title insurance in the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Selle costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's	er shall pay all
432 433 434 435 436 437 438 439	■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buy ONE) ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or reco effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance and exceptions, provided the title company will issue the endorsement. If a gap endorsement or exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or exclusions and exceptions, provided the title insurance coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449). ■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be med lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance.	ver's) \$TRIKE rded after the curance policy equivalent gap be required title if left blank), chantable per
441 442 443 444 445 446 447	and exceptions, as appropriate. In TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Selle objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's conditions stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for cloextinguish Seller's obligations to give merchantable title to Buyer.	r in writing of s attorney. In lelivery of the e time set for e waiving the er shall deliver
450 451 452 453 454 455 456 457	■ <u>SPECIAL ASSESSMENTS</u> : Special assessments, if any, levied or for work actually commenced prior to the Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. CAUTION: Consider a special agreement if area assessments, property owners association assessments charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses or ongoing use fees for public improvements (other than those resulting in special a relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f). ADDITIONAL PROVISIONS/CONTINGENCIES	ents, special openses" are ssessments) (including all
	SEE ADDENDUM A	
	OLL NOOLING WITH	

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

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.
 - If Seller defaults, Buyer may:

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474 475

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
 - In addition, the Parties may seek any other remedies available in law or equity.
- 476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the 477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of 479 law those disputes covered by the arbitration agreement.
- 480 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD 481 READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS 482 OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL 483 RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE 484 CONSULTED IF LEGAL ADVICE IS NEEDED.
- 485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller 486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and 487 inures to the benefit of the Parties to this Offer and their successors in interest.
- 488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
- 496 NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the 497 test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other 498 material terms of the contingency.
- Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

	Property Address: 040-3009-031-0997, 040-3009-032-0999, 040-3009-032-0997, 040-3009-032-0995, 040-3009-032-0996	Page 10 of 10, WB-13	
505	4 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property 5 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified	which discloses no	
507 508 509 510	an inspection of	s recommended in a specified at line 513.	
512	2 well as any follow-up inspection(s). 3 This contingency shall be deemed satisfied unless Buyer, withindays of acceptance, delivers to Selle	. , , , ,	
515	inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects). CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.		
517	6 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature ar 7 Buyer had actual knowledge or written notice before signing this Offer. 8 ■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to		
519 520 521 522 523	Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buy Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspect Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice the core of Seller does not timely deliver the written notice of election to cure.	rer within 10 days of fects in a good and prior to closing. This on report(s) and: (1)	
525	<u></u>	ade part of this Offer.	
526	ADDITIONAL PROVISIONS/CONTINGENCIES		
527	7 SEE ADDENDUM A		
528	8		
529	9		
530	0		
	1		
	2		
	3		
534			
535	This Offer was drafted by [Licensee and Firm] <u>Marathon County Corporation Counsel</u>	· · · · · · · · · · · · · · · · · · ·	
536	Scott Corbett on May 29, 2019	•	
537	(x) Jamie 1000s Jamie Polley	5/29/19	
538	Buyer's Signature ▲ Print Name Here ▶ Jamie Polley	Date ▲	
539	o (x)		
540		Date▲	
541		e Offer.	
	Proker (by)	DE 111 DUIG 6	
	SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MASSURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY		
	THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COP		
546	6/3/2019	7:39 PM CDT	
547		Date ▲	
548	6/3/2019	7:06 PM CDT	
549		Date ▲	
550	This Offer was presented to Seller by [Licensee and Firm] Luke Gliniecki, Whitetail Properties	Real Estate, LLC	
551	on5/29/2019 at at6:10	PM a.m./p.m.	
		α.π./ρ.π.	
552	This Offer is rejectedThis Offer is countered [See attached counter]	aanapan.	

Addendum "A"

1. SWNE, NENW FRL1/4, SWNW, NWNW FRL1/4, EX N 1320', SENW all in Section (3), Township(30)North, Range (9) East, Town of Hewitt, County of Marathon, State of Wisconsin. Approximately 199.84 acres.

PIN: 040-3009-031-0997, 040-3009-032-0999, 040-3009-032-0997, 040-3009-032-0995 and 040-3009-032-0996

2. Contingencies:

- A. This offer is contingent upon approval of this purchase, under the terms provided in the attached vacant land offer to purchase and in this Addendum, by the Forestry/Recreation Committee, Environmental Resources Committee, Human Resources, Finance and Property Committee, and by the Board of Supervisors of the County of Marathon by specific resolution.
- B. This offer is contingent upon seller's ability to transfer title to buyer that includes mineral and timber rights and is free and clear of any leases, licenses, easements, or land use agreements in addition to merchantable and acceptable as defined in lines 437-449 of the attached vacant land offer to purchase.
- C. This offer is contingent upon buyer's actual receipt of a completed vacant land owners real estate condition report dated 8-19-2018. Buyer reserves the right to terminate this vacant land offer to purchase due to any conditions disclosed in the report not acceptable to buyer.
- D. Seller agrees to pay for title insurance.
- E. Seller agrees to pay Wisconsin real estate transfer fee.
- F. Buyer shall pay recording fees.
- G. There is no financing contingency. Buyer is a political subdivision of the State of Wisconsin with taxing authority. Lines 230-236 in the attached vacant land offer to purchase are not applicable to this transaction.

3. Additional Terms:

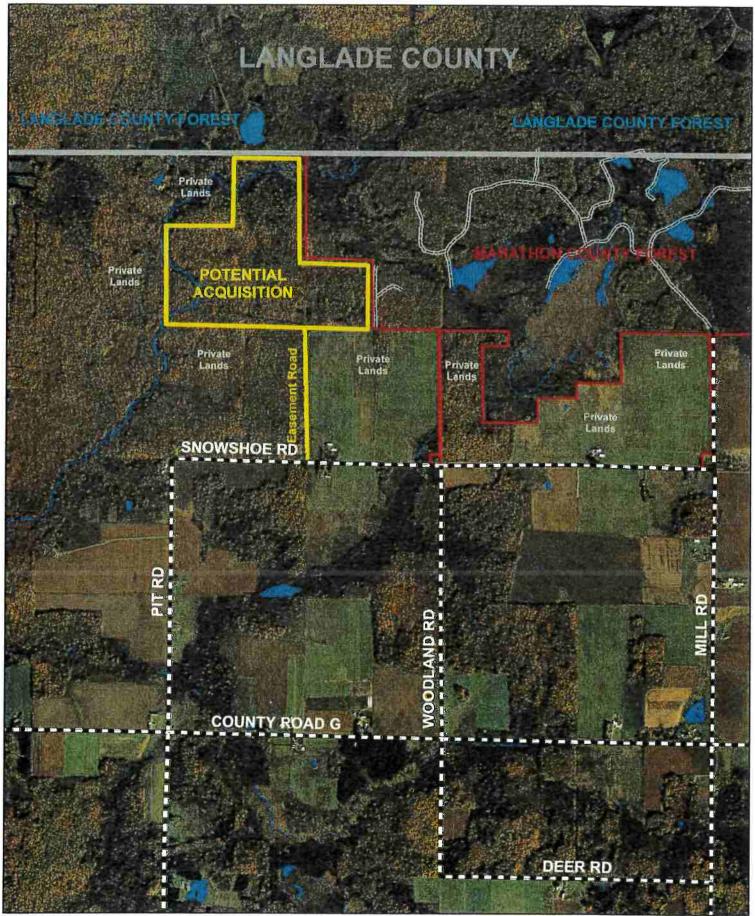
- A. Seller understands that Buyer is not acquiring the property by condemnation. Buyer has not exercised or threatened to exercise its power of eminent domain. Seller and Buyer both agree that this is a voluntary sale of property and that each party has acted in its own best interests in negotiating and carrying out this transaction. Seller herby releases Buyer from any and all liability under Wisconsin Statutes, Chapter 32.
- B. Seller warrants all timber present on the property at the time of this offer will remain on the property through the date of closing.
- C. There is no earnest money involved in this transaction.

4. GRATUITIES AND KICKBACK

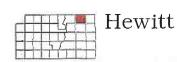
It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

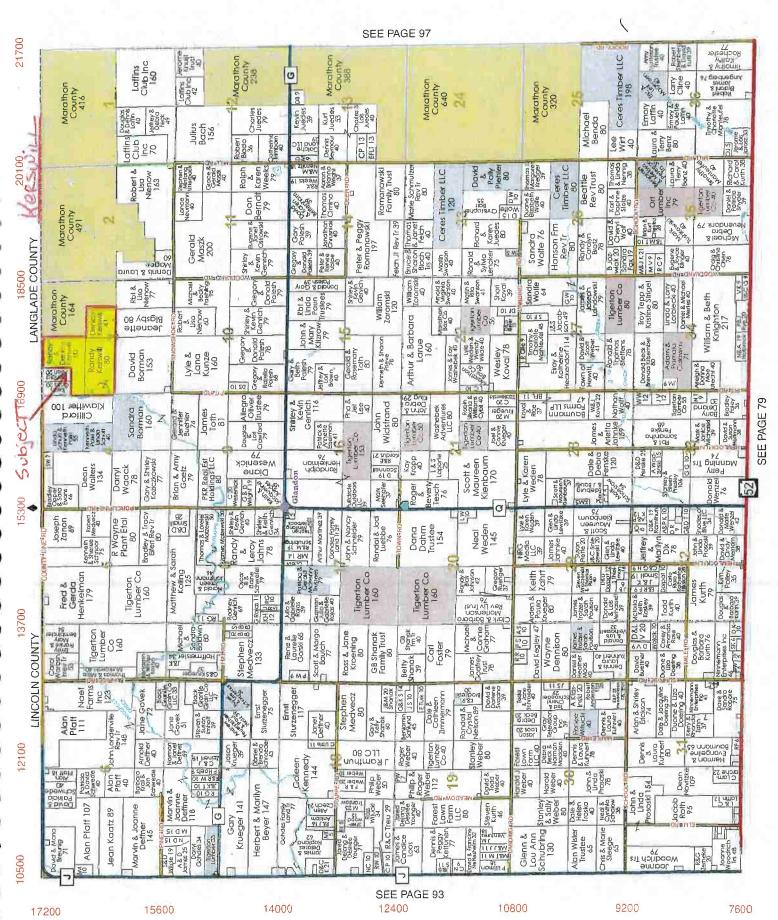
Harrison-Hewitt Acquisition For County Forest











RESOLUTION #R _____ - 19

APPROVING AN APPLICATION TO ACQUIRE STATE FUNDING THROUGH THE KNOWLES-NELSON STEWARDSHIP GRANT PROGRAM

WHEREAS, the Human Resources, Finance and Property Committee, Environmental Resources Committee and the Forestry/Recreation Committee recommends approving an application to acquire funding through the Knowles-Nelson Stewardship Grant Program; and

WHEREAS, the landowner of 40 acres in Section 25, Township 27 North, Range 8 East, Village of Kronenwetter, Marathon County, Wisconsin has indicated they are interested in selling the property and is willing to work with the County on a transaction; and

WHEREAS, the County Board has the authority to acquire said property for the purpose of establishing County Forest land pursuant to SS. 28.10 Wis. Stats; and

WHEREAS, said Stewardship Grant Program may provide funding up to 50% of the acquisition price; and

WHEREAS, balance of funding would be determined at a later date and be approved by County Board resolution; and

WHEREAS, acquisition of this property would perpetually provide forest products to our local economy, revenues to the County, outdoor recreation opportunities to the public, and improve property administration on the County Forest; and

NOW, THEREFORE, the Board of Supervisors of the County of Marathon does hereby ordain and resolve that the County request grant funding available from the Wisconsin Department of Natural Resources under the "Knowles-Nelson Stewardship Land Acquisition Grant Program"

HEREBY AUTHORIZES the proper County officials to act on behalf of Marathon County to submit an application to the State of Wisconsin for land acquisition grant funding; negotiate, and secure an appraisal on the above described property.

BE IT FURTHER RESOLVED that Marathon County recognizes and acknowledges that if financial assistance is made available by the Wisconsin Department of Natural Resources, and the County accepts the financial assistance, the County will comply with State rules for the program and meet the financial obligations under the grant;

BE IT FURTHER RESOLVED that the County Board will be notified if grant funding becomes available and then will consider authorization for the acquisition.

Dated this 23rd day of July, 2019.

FOR	RESTRY/RECREATION COMMITT	EE
ENVIRO	ONMENTAL RESOURCES COMM	NITTEE
HUMAN RESOUI	RCES, FINANCE AND PROPERT	Y COMMITTEE

Fiscal Impact Estimate: No County Tax Levy.



Land Information Mapping System



TAYLOR LINCOLN

HALSEY HEMITT

BERN MINETEXAS

HOLTON SETT ESTON

HULLVIETC SETT NG E

BRIGHTONE IMM T REID

SPENCER EN FRIED

RANZE

WOOD PORTAGE

Legend

Parcel Annotations

- Parcels
- Land Hooks
- Section Lines/NumbersRight Of Ways
- □ Municipalities
- County Forest Units 2015 Orthos
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

140.14 0 140.14Feet

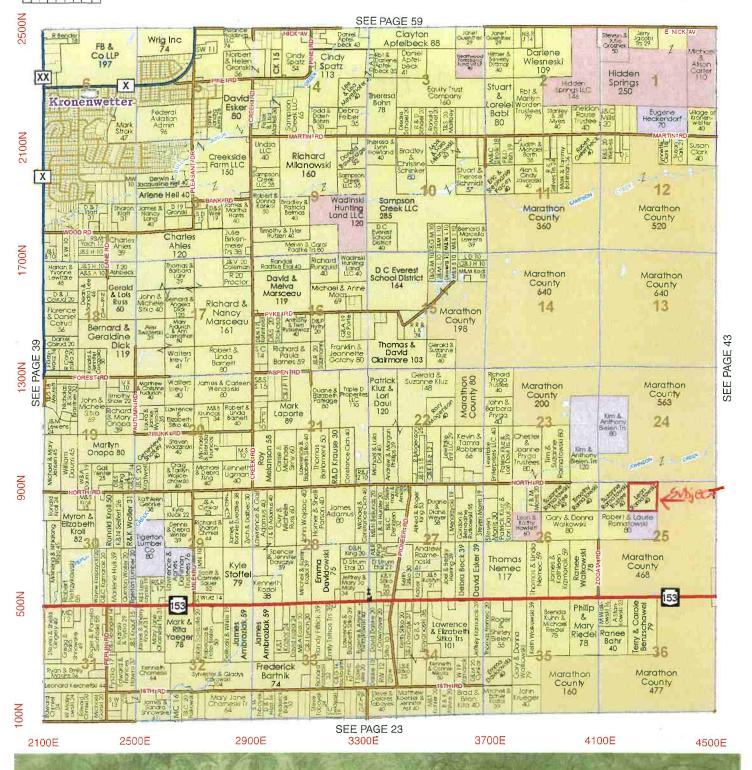
NAD_1983_HARN_WISCRS_Marathon_County_Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

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