



MARATHON COUNTY PARK COMMISSION AGENDA

Date and Time of Meeting: Tuesday, February 1, 2022 at 10:30am

Meeting Location: Assembly Room, Marathon County Courthouse, 500 Forest St. Wausau 54403

The meeting site identified above will be open to the public. Persons wishing to attend the meeting by phone may call into the telephone conference beginning ten minutes prior to the start time indicated above using the following number: 1-408-418-9388 Access code: 2487 883 8866. When you enter the telephone conference, PLEASE PUT YOUR PHONE ON MUTE!

Park Commission Members -

Commissioners: Dawn Herbst, Jean Maszk, Allen Opall, Pat Peckham, Rick Seefeldt, James Wadinski, Kelly Zagrzebski

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. (Last updated: 12-20-05)*

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 – Any Person Who Wishes to Address the Commission Must Provide, Name, Address and the Topic to the President of the Commission No Later than Five Minutes Before the Start of the Meeting.**
- 3. Approval of the Minutes of the November 30, 2021 Park Commission Meeting**
- 4. Policy Issues for Discussion and Committee Determination**
 - A. Discussion and Possible Action by Committee
 1. Great Pinery Heritage Waterway
 2. Request by RC Sportsmen for Overnight Camping in Sunny Vale Park August 12, 2022
 3. 2021 Year in Review
 4. 2022 PRF Department Workplan
- 5. Operational Functions Required by Statute, Ordinance or Resolution:**
 - A. Discussion and Possible Action by Committee
 1. None
 - B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration
 1. Purchase of 39.085 Acres Adjacent to Brokaw County Park for Park Land
- 6. Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee**
 - A. None
- 7. Educational Presentations/Outcome Monitoring Reports**
 - A. Town of Rib Mountain Deer Population Update
 - B. Park Update –Big Eau Pleine Timber Sale, Nine Mile Maintenance/Events, Marathon Park Operations and Maintenance, Westside Master Plan, Sports Complex, Routine Operations/Programs
- 8. Announcements**
 - A. Next Meeting Date & Time, Location – Tuesday, March 1, 2022 at 10:30am, 212 River Dr, Room 5. Wausau, WI 54403

B. Future Agenda Items –

9. Adjourn

Signed /s/ Jamie Polley
Presiding Officer or Her 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 715-261-1500 or e-mail countyclerk@co.marathon.wi.us one business day before the meeting.

FAXED TO DAILY HERALD

(Email/Fax City Pages, Marshfield News, Midwest Radio Group)

Date January 26, 2022 Time 2:00 p.m.

By Jodi Luebbe

THIS NOTICE POSTED AT THE COURTHOUSE

Date _____ Time _____

By _____

AGENDA SUMMARY

4A1. Discussion and Possible Action Regarding the Great Pinery Heritage Waterway

Almost a year ago on March 2, 2021, member of the Wausau/Marathon County Parks and Recreation Foundation's presented a river trail project that the foundation would like to take the lead on establishing. The foundation's mission is to support the improvement of the park systems and recreation program offerings within Marathon County. The Great Pinery Heritage Waterway (new name) would include the Wisconsin River, Lower Eau Claire River Trail, Big Rib River Trail, and the Big Eau Pleine River Trail. Over the past year the foundation members have made some changes to the plan. Members will attend the meeting to present the current plan for the trail and discuss how the trail benefits health, wellbeing, and quality of life for the community, the economic impact and the utilization of the assets Marathon County has to offer. Many of the areas that will be discussed already have access to the river. The project will include the addition of historical signage to the launch areas. Some locations may need improvements.

The Foundation will plan, organize, and complete the project seeking assistance from grants, donors and others. The Foundation is asking that the Parks, Recreation & Forestry Department become the administrator of the trail when it is complete.

The Park Commission is asked to review the presentation and discuss the project, impact to current operations and benefits of the trail to the residents of Marathon County.

4A2. Discussion and Possible Action to Approve Request of RC Sportsmen for Overnight Camping in Sunny Vale Park August 12, 2022

On August 12 & 13, 2022 the RC Sportsmen group that leases the remote-control airfield at Sunny Vale Park will host the Annual Fun Fly. They have a few girl scout and boy scout groups that they have been working with and one idea they had is to allow these groups to camp at the airfield Friday night prior to the Fun Fly. The group is requesting permission from the Commission to allow camping in site the Friday of the event per the County Code of Ordinances Sec. 19.10 (2)(a) Camping prohibited. Camping is prohibited in all County parks, except at designated campgrounds, or other areas authorized by the Commission.

The group would camp in the grass area near the shelter and the entrance gate will remain closed to the public. Staff does not see an issue with this request with the expectation that the tents are down prior to the event activities on Saturday and the park is clean per the lease agreement. Depending on conditions a fire may or may not be allowed.

The Commission is asked to approve the request for overnight camping on August 12, 2022, at Sunny Vale RC Park for the annual Fun Fly event.

4A3. Discussion and Possible Action Approving the 2021 Department Year in Review Report

2021 was an extremely busy year although still unique due to COVID. Staff has gathered information for the work completed in 2021 and is providing the Commission with an overview.

No action is requested.

4A4. Discussion and Possible Action Approving the 2022 PRF Department Workplan

The 2022 work plan for the department is attached. The Commission is asked to review and provide comments on the work plan.

The Commission is asked to approve the work plan.

5B1. Discussion and Possible Action to Purchase 39.085 Acres Adjacent to Brokaw County Park for Additional Park Land

On August 3 the Park Commission authorized staff to further pursue the purchase of approximately 38 acres of land from Mathy Construction. The land is currently adjacent to the Brokaw County Park property. The land is connected to the north property line of the park property, is mostly wooded and contains a portion of an existing snowmobile trail. Staff had the land surveyed and appraised. The final property parcel is 39.085 acres, and the appraised amount is \$93,800.00. It is comprised from the following Mathy/WTTC parcels:

- Mathy Construction Parcel 14630073550987 = 22.490 Acres in its entirety
- Mathy Construction Parcel 07830073530999 = about 15.100 Acres of the parcels
total 48.93 Acres (western third of the parcel)
- WTTC Land Mgt Parcel 07830073510995 = about 1.495 Acres of the parcels
total 51.27 Acres

An offer to purchase the land at the appraised value was reviewed and approved by the County's Corporation Counsel. The offer has been reviewed and accepted by Mathy Construction. The Offer to Purchase is attached to your packet. Funding for the purchase of this property will come from the County Park Land and Products account with a current balance of \$393,679.40. The park land and products account is funded by timber sales within County parks for the purchase of park land. A timber sale in Big Eau Pleine County Park is just concluding and will contribute another \$30,000+ to this account this year. The purchase of this land falls within the County's Strategic Plan Objective 5.2 – By December of 2022, an average of 320 acres of land per year will be acquired for the Marathon County Parks and Forests System.

The Commission is asked to recommend the purchase of 39.085 acres to the Environmental Advisory Committee, Human Resources and Finance Committee and Marathon County Board of Supervisors.

7A. Town of Rib Mountain Deer Population Update

Last year the Park Commission received information that deer might be a problem in Blue Gill Bay Park. Following those complaints staff worked with the Town of Rib Mountain, Sheriff's Office, and Department of Natural Resources on a few different initiatives. The Town of Rib Mountain took the lead on an educational campaign for their residents educating them on why not to feed deer and options available for reducing the deer population. The Commission asked for an update on the deer count in the area. A summary includes:

- The total of car vs deer crashes in the Town of Rib Mountain for 2021 was 31. Of those 9 were on HWY 51 and to the east of HWY 51.
- 20 in town archery permits were issued to the Town 13 of those permits were filled. DNR was contacted by a few residents who also used their personal tags for harvesting deer in the "Sawn Ave" area.
- DNR has received multiple calls advising that although they feel the deer population is still high based on their personal observations, they have noticed a difference after this year's season. One female said she was going to try to plant flowers this spring due to the reduction in numbers.
- Town of Rib Mountain considers this season to be a success and plans on utilizing the same program next year.

7B. Park Updates

Big Eau Pleine:

Timber sale is complete.

Nine Mile:

Grooming at Nine Mile (3" base currently)

Winter Tri, Badger State Games and Winter Triathlon

Marathon Park:

Ice operations are well underway

Created a great deal of ice for the CVB's annual Pond Hockey tournament. With that created additional opportunities for outdoor ice skating – skating river

Eastgate Hall has been utilized on a regular basis for COVID testing

Westside Master Plan:

Consultant has been hired and contract negotiations are near completion.

Interviews with stakeholders will begin soon

Community outreach will be the next step

Sports Complex:

Lot was plowed at the request of the Wausau Fire Department to do training (inter-departmental collaboration)

Routine Operations/Programs:

Snow Removal Operations

Firewood Processing

Urban forestry program: Regular tree maintenance, small pruning

Building and structure maintenance.

Equipment maintenance and repair

DRAFT
MARATHON COUNTY PARK COMMISSION

Date and Time of Meeting: November 30, 2021 at 10:30am Location: Conf. Rm 5, 212 River Drive, Wausau WI 54403

Park Commissioners present: Dawn Herbst, Jean Maszk-(via webex), Allen Opall, Pat Peckham, Rick Seefeldt, Kelly Zagrzebski
Park Commissioners excused: James Wadinski

Staff present: Jamie Polley-Director, Andy Sims- Assistant Director of Operations, Michael Van Offeren – Recreation Deputy, Mitch Fox – Motorized Recreation Coordinator, Tom Lovlien – County Forest Administrator

1. Call to Order – President Peckham called the Park Commission meeting to order at 10:30am. Official notice and the agenda for the meeting was posted publicly in accordance with the State statutes.

2. Public Comment – none brought forward

3. Approval of the Minutes of the November 2, 2021 Park Commission Meeting – Motion by Seefeldt, second by Herbst to approve the November 2, 2021 meeting minutes. Motion **carried** by voice vote, vote reflected as 6-0.

4. Policy Issues for Discussion and Committee Determination

A. Discussion and Possible Action by Committee

1. Approval of Revisions to the Park Naming Guidelines and Criteria and Sponsorship Policy for the Parks and Park Facilities – Polley explained that both the Park Commission and City Parks and Recreation Committee had previously reviewed and approved a Park Naming Rights Criteria and a Sponsorship Policy. The goal of the department is to have one set of naming rights criteria and one sponsorship policy for both the City of Wausau Parks and Marathon County Parks. The City Attorney’s office reviewed the documents and made several changes most of which were formatting and the reduction of redundancies. The content and overall goal of the documents remain the same. In developing the criteria for park naming and a Sponsorship Policy it was important to develop guidelines and criteria that the Committee and Commission can utilize to make an informed, impartial decision on the naming of City and County parks and park facilities and obtaining sponsors for the parks and park facilities. Peckham questioned a possible typing error where “new” media possibly should say “news” media. Polley will verify which wording is correct. **Motion** by Seefeldt, second by Zagrzebski to approve the revised Park Naming Guidelines and Criteria and the Department Sponsorship Policy. Motion **carried** by voice vote, vote reflected as 6-0.

2. Rules for the Edgar to Fenwood Trail – The Edgar to Fenwood Trail is the only County trail that doesn’t fall within a park or have the governance of a State trail. Over the past few years there has been confusion on how to manage the trail as well as some safety concerns. To better manage the trail for safety and consistency with other County ATV/UTV trails, the Motorized Recreation Coordinator is recommending establishing a set of rules for the trail that are consistent with the rules set for Burma County Forest which has ATV/UTV trails. One concern is the use of the trail during hunting season when the trail traverses or is adjacent to private property. Burma is closed to ATV/UTV use but still allows foot traffic within the County Forest Unit during this closed time because the County forest is open for hunting. For consistency, the suggested rules include trails are closed to ATVs and UTVs from Oct. 1st to Nov. 30th, non-motorized trail users are advised to wear blaze orange or bright colors while on the trail during the gun deer season(s) (late November to Mid-December), ATV/UTV’s must yield to those not on motorized vehicles, and motorcycles/dirtbikes are prohibited on this trail. The rules are enforceable if posted. Fox felt it was important to be cognizant of the adjacent landowners and how the trail affects them. He thought the rules were important for the safety aspect and to have continuity with Burma. Deputy Van Offeren also said having continuity with Burma makes it easier for the public to understand. **Motion** by Herbst, second by Zagrzebski to approve the rules set forth for the Edgar to Fenwood Trail. Motion **carried** by voice vote, vote reflected as 6-0.

5. Operational Functions Required by Statute, Ordinance or Resolution:

A. Discussion and Possible Action by Committee

1. Review of County Code of Ordinances Sec. 19.05 – Vehicles in Parks – Polley explained that the County Board recently approved an ordinance opening many of the County roads to ATVs/UTVs. Some of the roads that will now be open lead to County parks. The ordinance currently allows ATV/UTVs in County parks as long as they are on “paved” roads or in another area of the ordinance it says “established” roads. Polley believes the ordinance should just say “established” roads in all areas. ATV/UTVs are not allowed on trails, beaches, playgrounds, etc. Big Eau Pleine Park is signed that no ATVs are allowed in the park and Polley believes that was to keep them off the park trails. Commission can keep that sign or take it down and allow the ordinance to be followed which is that ATV/UTVs would be allowed in all parks on established roads. Campground roads would be considered established roads. Polley did not think Marathon County was a destination for

ATV/UTVs to go trail riding. There also is something in the ordinance about unreasonable noise so that concern is covered. Deputy Van Offeren said from a law enforcement perspective they could try allowing ATV/UTVs to enter parks as motor vehicles and see if they have any issues or they could be more proactive and keep them out of the parks knowing they have some issues of ATV/UTVs doing donuts, burnouts, and wheelies on roadways in the towns that have open routes. Opall did not believe eliminating ATV/UTVs from park roads was a good idea after the County Board has passed an ordinance allowing them on roads. Polley said small “no ATV/UTV signs could be attached to trail posts and on some park maintenance roads. **Motion** by Opall, second by Maszk to remove the “no ATV/UTV” signs at Big Eau Pleine Park and allow the ordinance to be followed which is that ATV/UTVs are allowed on established roads in parks. Polley will check with Corporation Counsel if the ordinance language can just be changed to say “established” roads instead of “paved” roads or if that must be brought back through the Committee’s. **Motion carried** by voice vote, vote reflected as 6-0.

B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration - None

6. Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee

A. Seidler Property Donation – This item had been discussed at a previous meeting and since then a couple of Commissioners have walked the site. One of the biggest challenges is the cost of a bridge to cross a small creek and wetland area. So far the landowner has not been willing to donate a corner of the lower southeast quadrant where there already is a logging road and culvert. Discussion occurred on what the costs of building and maintaining a road going into the park might be. Lovlien said the landowner’s requirement is for a public road which would be a significant cost. Questions were raised on what entity would maintain the road. If it’s a road just to the park the Department probably would, otherwise if the surrounding land is ever developed in the future, then it may be the Village of Maine or the County’s responsibility. Maszk thought there were already existing parks scheduled to be developed and she felt there were a lot of stipulations to the request. Herbst also thought the family was making a lot of demands and couldn’t support it at this time. Peckham would like final answers from the family on if they have a timeline regarding development of the property and if they would also donate a corner of the lower southeast quadrant. He thought staff should work on getting an estimate for a bridge from the Highway Department. Opall felt they shouldn’t accept it without a piece of the lower quadrant. Seefeldt thought building the road would be very costly plus the question of who would then maintain it. Polley felt that although the land is a beautiful 40 acres, she couldn’t recommend this without the land having a unique feature to it, plus a 40-acre County park is small. With the inherent costs there and the Outdoor Comprehensive Plan’s five-year timeline, they have Brokaw which is going to be a 100-acre park and something she feels is a higher priority to develop. They also have the Wisconsin River Forest Unit which offers more unique opportunities for the community. If the County wanted to take the land to have it long term that was one thing but if there is any thought that it must be developed in the next ten years, she didn’t know that it would be in the best interest to prioritize it over other areas that are more unique and would cost less. **Motion** by Maszk, second by Herbst to thank the Seidler family for their offer but the Park Commission declines it based on cost concerns and other priorities. **Motion carried**, vote reflected as 6-0.

7. Educational Presentation/Outcome Monitoring Reports for Discussion

A. Park Update - Big Eau Pleine: Seven culverts have been installed with some additional road restoration work yet to be complete prior to spring. The electrical upgrade is complete including site restoration. Fishing piers have been removed at all city/county locations. Nine Mile: Pre-season maintenance on the ski trails is complete. Restroom painting will be complete within the week. Parking lot restoration due to vandalism is complete. Memorial Benches: Two memorial benches have been installed at Dells of Eau Claire Park. Marathon Park: Ice operations are well underway. Parking lot grading was recently completed. Christmas Tree: Courthouse Christmas tree was installed, and lights hung. Routine Operations/Programs: Mowing Operations: mulching at county parks as well as Nine Mile ski trails; Urban forestry program: Regular tree maintenance, small pruning; building and structure maintenance; equipment maintenance and repair.

8. Announcements

Opall gave an update on deer issues in Rib Mountain and Polley will see if the Rib Mountain Deputy can give a future report about the deer to Commission.

A. Next Meeting Date & Time, Location–Tue., January 4, 2022 at 10:30am, 212 River Dr., Rm 5, Wausau WI 54403

C. Future Agenda Items – Brokaw Property Appraisal

9. Adjourn – **Motion** by Opall, second by Herbst to adjourn at 11:50am. **Motion carried** by voice vote, vote reflected as 6-0.

Creating a destination for paddlers in the Midwest like no other

- Creating a river trail using the *Wisconsin Valley Improvement Corporation Century Trail* and branding it the “**Great Pinery Heritage Waterway**” to increase tourism in Central Wisconsin so that we become a destination for paddlers
- Create historical signage at landings along the trail length that tell the story of the river, our heritages and its people
- Create a one-of-kind website that not only highlights our water trails but all the outdoor recreational opportunities in Central Wisconsin offering tourist a one-stop experience to “come for a weekend and stay for a lifetime”





Source: www.bls.gov

Tourism is the fastest growing component of the Wisconsin economy from November '20 to November '21. Up 16% in this timeframe

Tourism is now the 4th largest segment of our state's economy, larger than dairy, lumber, & construction

Tourism is the 2nd fastest growing segment of the Wausau economy from November '20 to November '21. Up 3.1% in this timeframe

What are Water Trails?

Water trails are marked routes on navigable waterways such as rivers and lakes for recreational use. They allow access to waterways for non-motorized boats and sometimes motorized vessels, innertubes, and other craft.

Water trails not only require suitable access points and take-outs for exit but also provide places ashore to camp and picnic, and other facilities for boaters.

Source: www.michiganwatertrails.org



Why tackle this project!

- **Uniquely ties the Wisconsin River to its history as a historical waterway for Native Americans; Furriers and Missionaries; Logging and Pulp & Paper Industry, Legends & Lore of the rivers. Increase awareness of our historical rivers and the significant roles they played in the development of America's Heartland.**
- Complements Greater Wausau Chamber of Commerce's Master Plan for outdoor recreation
- Complements Wausau's Whitewater Park and builds an awareness of Central Wisconsin as a center for outdoor recreation
- Complements Weston's Lower Eau Claire Water Trail
- Complements the Master Plan for Rib Mountain as a destination for bikers, skiers and paddlers to recreate in Central Wisconsin, driving tourism and hotel stays
- May increase the potential for water-based businesses to locate in Central Wisconsin to support the needs of kayakers, canoeists and paddleboarders
- Marathon & Lincoln counties become a premier destination for kayakers, canoeist and paddleboard enthusiasts
- Positive economic impact to the Central Wisconsin area. Increase use of our county parks, creates a sense of place and promotes good health through outdoor recreation
- Majority of work already done by Wisconsin Valley Improvement Corporation. We are providing branding, signage, and an all-inclusive outdoor recreation website that promotes Central Wisconsin as the "Outdoor Recreation Capital of Wisconsin"
- Expand trail system to create the longest trail system in the Midwest (future). Complements Lower Wisconsin Trail at Portage and the Fox River Heritage Trail, making this one of the longest waterways in USA

STRATEGIC ACTION PLAN

INITIATIVE 1.1 THE WAUSAU BRAND

Re-brand the Wausau region as an outdoor recreation mecca

STRATEGIES AND ACTIONS

1.1.1. Launch an Outdoor Recreation Task Force that brings together innovators in the region's outdoor recreation industry to discuss opportunities for new events, destinations, and other business opportunities that leverage the region's large menu of outdoor amenities.

1.1.2. Support Granite Peak Ski Area in its expansion projects. Encourage the growth of the resort and expansion of its facilities. Partner with the Ski Area to explore development of surrounding properties with supportive uses (lodging, housing, retail/restaurants) that draw a higher volume of visitors into the region and encourage them to stay longer. Explore opportunities to develop a full-service resort hotel in conjunction with Granite Peak.

1.1.3. Invest in the enhancement and development of extreme sports, outdoor recreation, and related attractions throughout Marathon County. This includes curling, whitewater rafting, hiking and biking trails, and other amenities that attract outdoor sports enthusiasts.

1.1.4. Build awareness of the Wausau region as a destination for the business side of extreme sports and outdoor recreation.

1.1.5. Take ownership of the Wausau region's online and social media presence and play an influential role in traditional media channels. Actively manage and update the City of Wausau and Marathon County websites and other online content, such as Wikipedia, to ensure they include accurate and positive information. These sites are often the first (and sometimes only) source of information people use to learn about a community before a potential visit.





INITIATIVE 1.2 TARGETED TALENT RECRUITMENT

Launch a new talent-attraction initiative to support employers in their talent recruitment efforts.

STRATEGIES AND ACTIONS

1.2.1. Develop a comprehensive new talent attraction website to market the Wausau region as a desirable destination not only for traditional manufacturing employment, but also for creative workers, entrepreneurs, and professionals. Use the new website as the central information hub for a broader talent attraction campaign. Develop an omni-channel talent recruitment campaign aimed at filling the hiring needs of Marathon County's major employers. Design the campaign with a comprehensive suite of services including media planning, public relations, social media strategy, content creation, creative development, digital management and production, branding, and a job-posting microsite.

1.2.2. Embrace the local Hmong population and explore linkages to St. Paul, MN (an important population center for the Hmong nationally). Work with the Hmong Wisconsin Chamber of Commerce to promote the Wausau region as a leading destination for Hmong business owners and professionals. Market Wisconsin and Marathon County as a Hmong-friendly location to Hmong talent located in other parts of the US and globally.

1.2.3. Promote the Wausau region as a hub for extreme sports and outdoor recreation enthusiasts. The year-round recreational options of the region represent a unique value proposition. The Outdoor Recreation roundtable held in December 2018 revealed specific opportunities that advance this goal. The roundtable identified three specific opportunities that warrant further examination:

- Events (IRONBULL and Xtreme sports generally), mountain bike racing and cross-country riding, downhill ski competitions, whitewater kayaking, cross-country skiing expansion
- Conferences associated with the events that advance outdoor recreation
- Recruitment of niche industries associated with sports and recreation technology

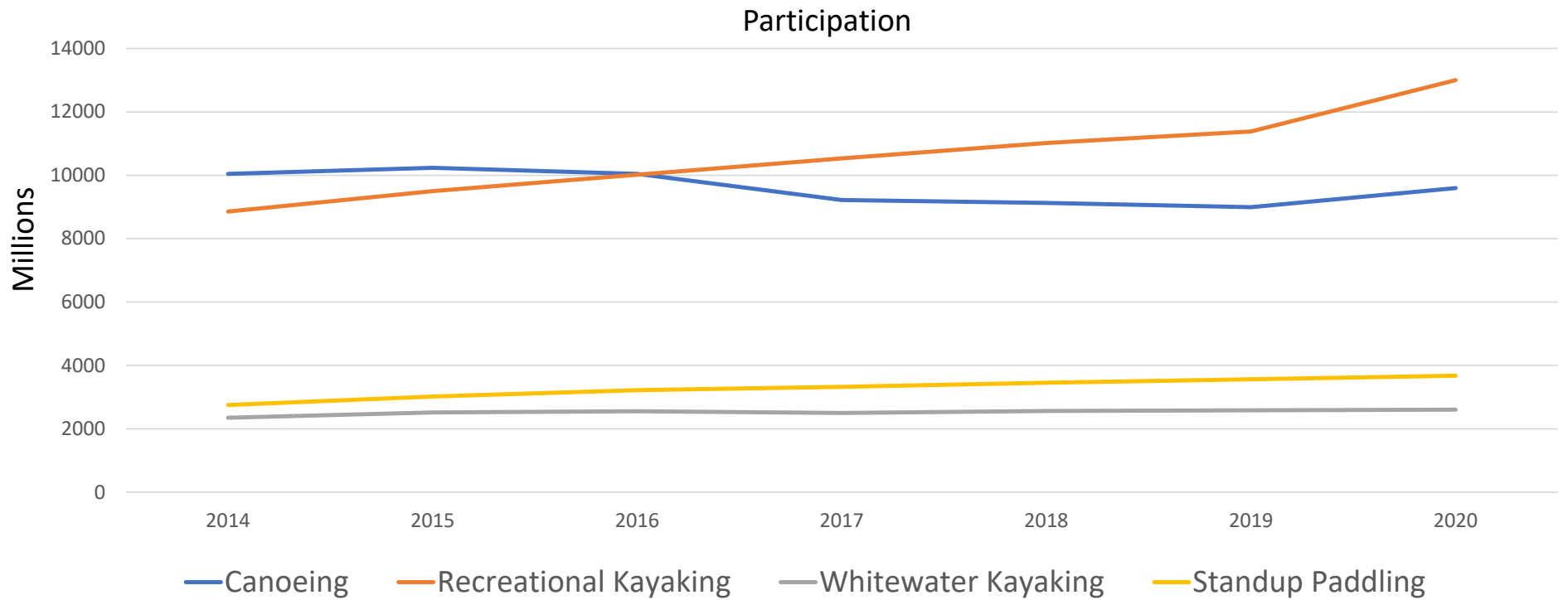
Executive Summary

- In terms of specific paddlesports, recreational kayaking continues to grow in popularity and seems to be replacing many Americans' desires to canoe. **Stand up paddling, on the other hand, doesn't have nearly as high a participation rate as either canoeing or recreational kayaking, but its popularity has soared in recent years, gaining 1.5 million participants since 2013.**
- **81% of paddlers are on the water 4 hours or less, 11% - 8 hours or less and 8% will overnight.**
- **Paddlers like a variety of water and will typically come to an area for three days, paddling for two and biking and hiking for one, and want local accommodations**
- Paddling participants tend to be Caucasians who have attended or graduated from college. They are best represented by an average annual household income of at least \$75,000, a demographic characteristic that has steadily climbed since 2014.
- Males make up a slightly larger percentage of paddlers than females. Male participation, however, is declining at about one percent per year, and female participation is increasing by the same amount.

Source: 2019 Special Report on Paddlesports & Safety – Outdoor Recreation Foundation



Kayaking & Canoeing Trends



Source: 2021 Outdoor Participation Report – Outdoor Foundation

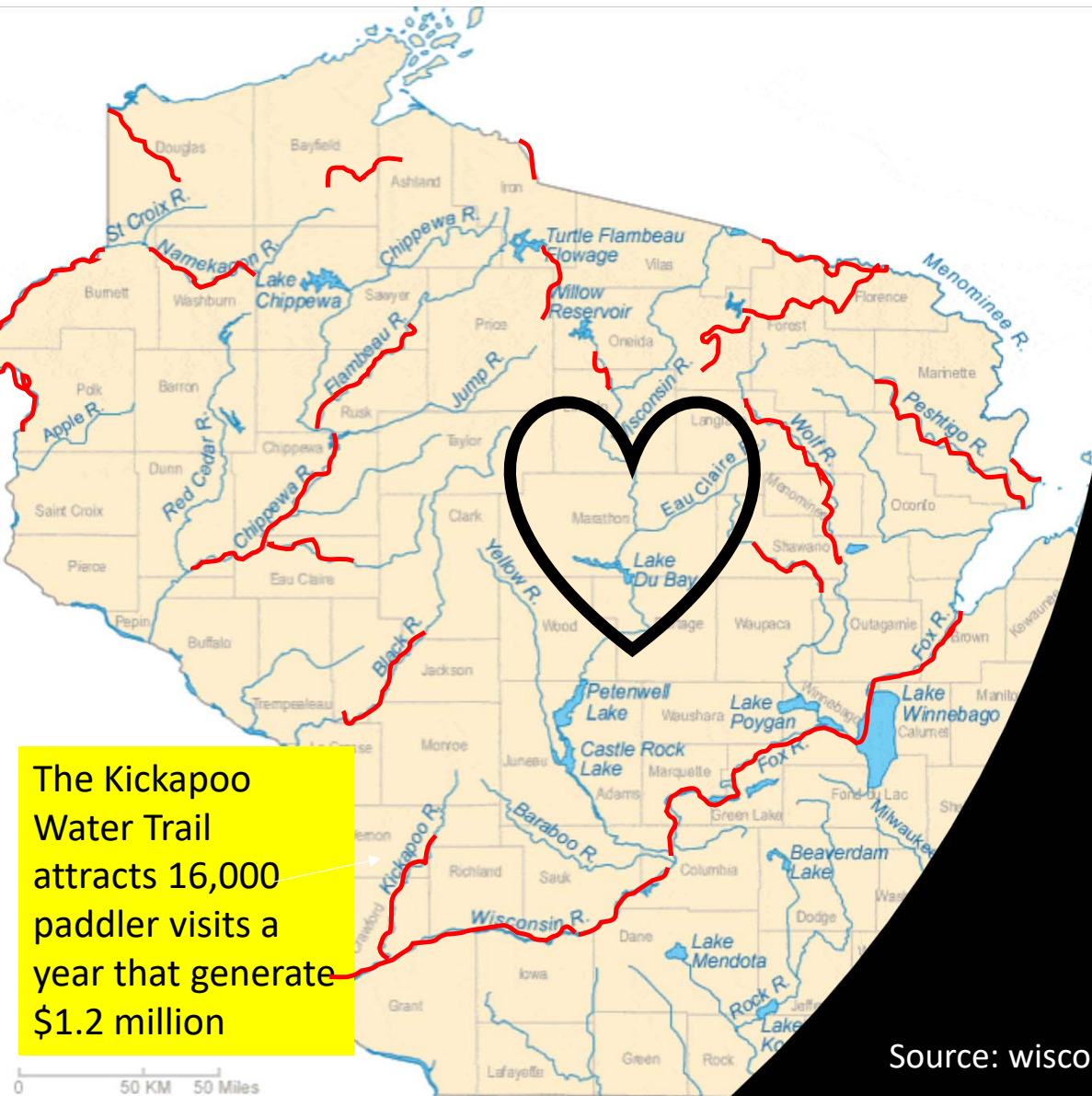
The paddlesport category (kayaks, paddleboards, rafts, and canoes) faced declines prior to COVID-19.

+56%

Dollar sales of paddle sports increased 56% in June 2020 versus June 2019.

\$172 million

Paddle sport sales reached \$172M in June 2020.



Existing Paddle Trails

The Kickapoo Water Trail attracts 16,000 paddler visits a year that generate \$1.2 million

Source: wisconsintrailguide.com & industry.travelwisconsin.com



Proposed Paddle Trails

Wausau is at the epicenter of the best kayaking, paddleboarding, rafting and canoeing in the Midwest

- **Great Pinery Heritage Waterway** extends 103 miles through Lincoln and Marathon Counties
- **The Lower Eau Claire River Trail** extends 15 miles from Club House Road to Ross & Banks Dam
- **The Lower Big Rib River Trail** extends 16 miles from Marathon City to Bluegill Bay Park

The Great Pinery Heritage Waterway

It was the Wisconsin River that first drew settlers to this area originally known as "Big Bull Falls", either named by Indians or early fur traders. An 1836 treaty transferring land along the Wisconsin River from the Indians to federal ownership sent George Stevens' lumbermen up the river two years later to find suitable places for turning the pine forests into lumber. "It is decidedly the best Mill Site I ever saw or heard of in the Union" wrote George Stevens after reaching Big Bull Falls in the Summer of 1839. Stevens was very excited when he wrote his partner George Morton in St. Louis about the site and its possibilities. By 1840, the Stevens sawmill was processing the pine forests into lumber. It was not long before other mills began springing up along the riverbanks of central Wisconsin. This was the coming of the Lumbermen. **The death of the forests became the birth of a town. "The Pinery", magical words 150 years ago, is a legend today.**





**THE GREAT
PINERY**
• HERITAGE WATERWAY •



Wausau & Marathon County
Parks & Recreation Foundation



**In celebration of 150 years of our great
city and 102 years of our parks**

Project covers four counties:

Trail Head - Hat Rapids – Mile 89

Trail End – Lake DuBay Dam – Mile 190

Landings – 1 in Oneida County, 15 in Lincoln County, 39 in Marathon County, 2 in Portage County

- **Trail Designer:** Wisconsin Valley Improvement Company
- **Storytelling:** Marathon County Historical Society, Merrill Historical Society, and Tomahawk Historical Society with support from the Wisconsin Historical Society & UWM
- **Mapping:** North Central Wisconsin Regional Planning Commission
- **Project Sponsor:** Wausau and Marathon County Parks and Recreation Foundation
- **Project Owners:** Wausau and Marathon County Parks Department, Merrill Parks Department, Lincoln County Parks & Forestry Department, Municipalities up & down the rivers, Public Utilities & Private Entities
- **Website:** Central Wisconsin Visitors Bureau

ONLY TALKING ABOUT MARATHON COUNTY

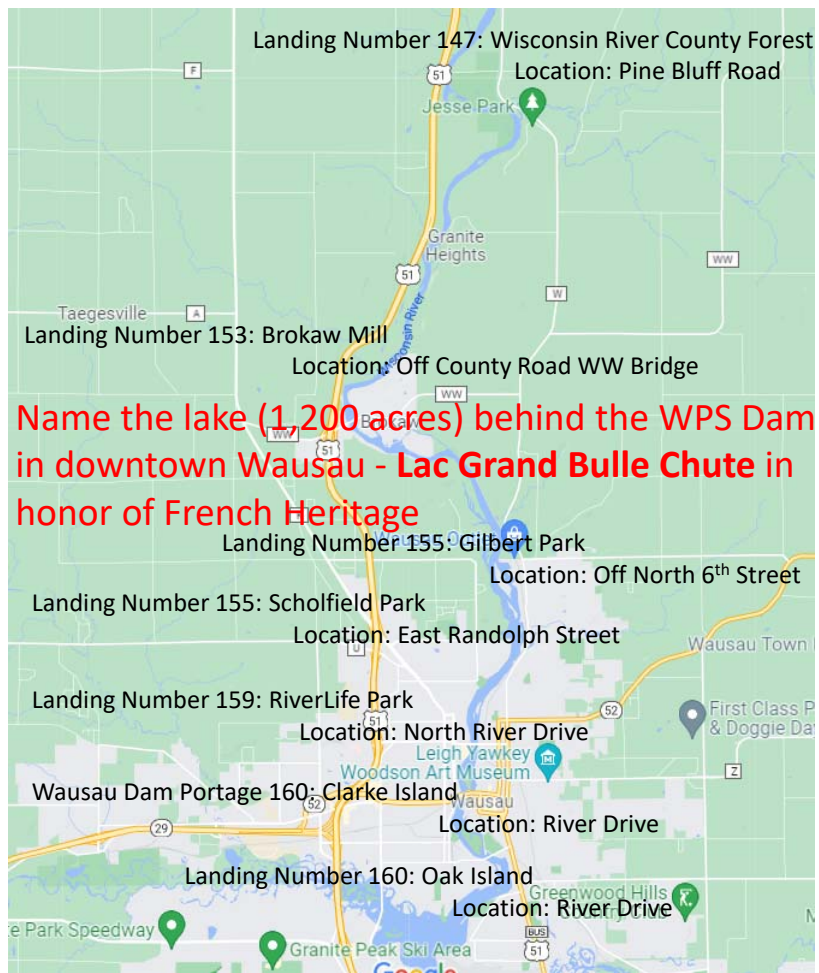


THE GREAT
PINERY

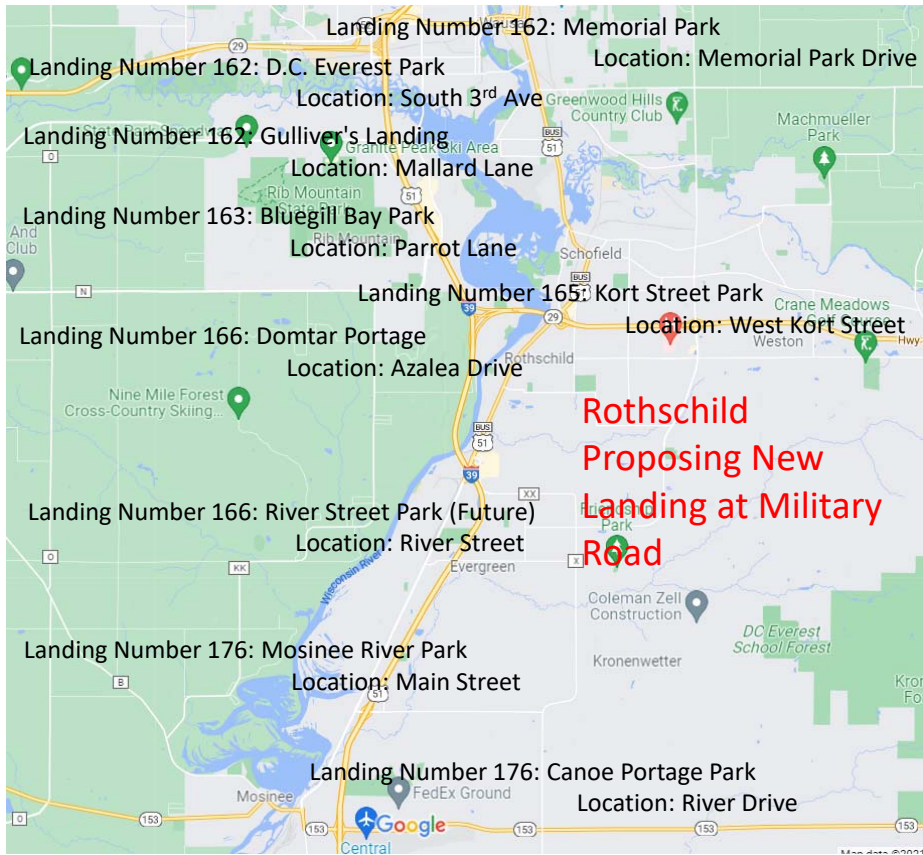
• HERITAGE WATERWAY •

25 Landings & Stories that tell the history of the rivers that runs through us

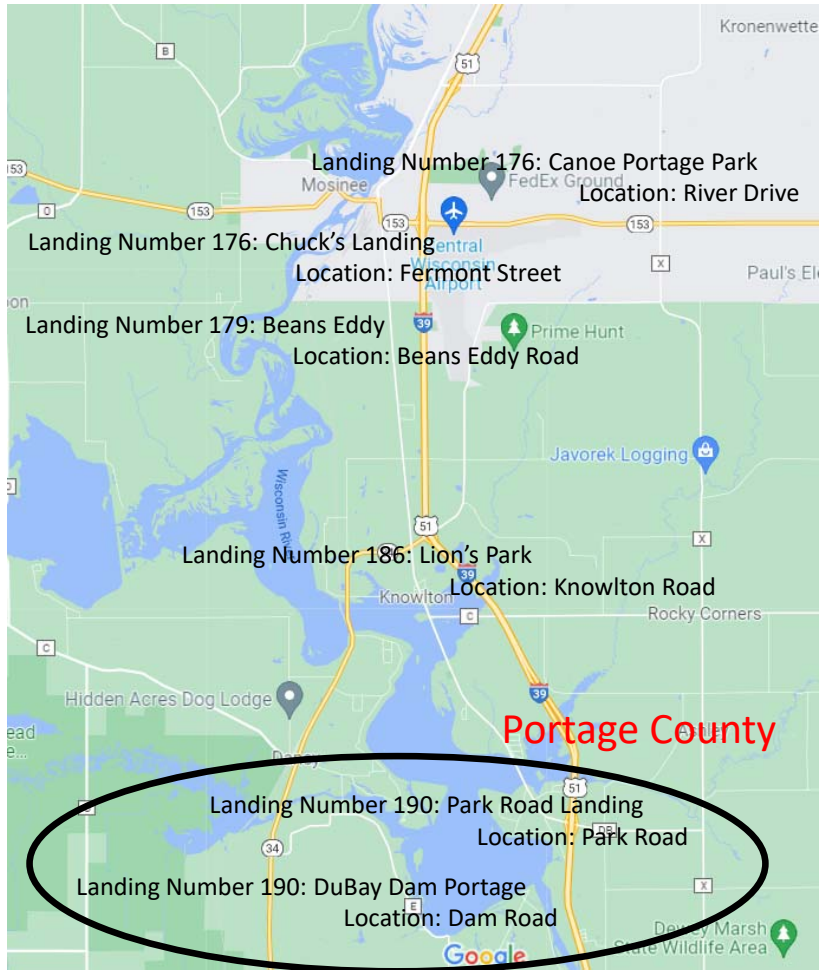
Landing/Portage	River/Lake	Milage	Story
Wisconsin River Forest	Wisconsin	147	Trappe River or the Road to Jenny (From Wausau)
Brokaw Mill	Wisconsin	153	Brokaw Mill & Wausau Paper History
Gilbert Park	Wisconsin	155	The 1912 Flood
Scholfield Park	Wisconsin	155	108-year history of Marathon Electric
RiverLife Park	Wisconsin	158.5	100 plus year history of Wausau Chamber
RiverLife Park	Wisconsin	158.5	Notable Businesses in Wausau (Janke Bookstore)
Wausau Dam Portage	Wisconsin	160	WPS & Wausau Dam History
Oak Island	Wisconsin	160.3	The First Generation of the Wausau Group (Lumbermen)
Memorial Park	Wisconsin	162	History of Lake Wausau
D.C. Everest Park	Lake Wausau	162	D.C. Everest and his Legacy
Bluegill Bay Park	Lake Wausau	163	Alexander Airport
Kort Street Landing	Lake Wausau	165	History of the Greenheck Corporation
Domtar Portage	Lake Wausau	166	100 + year history - Marathon Paper & Mill
River Street Park (future)	Wisconsin	166.2	104-year history of Rothschild (new landing at Military Street)
Canoe Portage Park	Wisconsin	176	100 + history - Mosinee Paper & Mill
Chuck's Boat Landing	Wisconsin	176.4	231-year History of Mosinee
Lake Dubay Lion's Park	Lake Dubay	186	History of Lake Dubay
Park Road Landing	Lake Dubay	190	DuBay and the legacy of the Fur Trade
Lake Dubay Dam Portage	Lake Dubay	190.1	Harnessing the WI River
River Park/Mosinee	Wisconsin	176	Chief Mosinee and the Native Peoples
Trails End	Big Rib River	TBD	Pinery & Logging History
Gulliver's Landing (Rookery)	Big Rib River	TBD	116-year History of Village of Rib Mountain (landing moving)
Yellow Banks	Eau Claire	TBD	History of the Eau Claire River
Drott Street Landing	Eau Claire	TBD	117-year history of City of Schofield



THE GREAT
PINERY
• HERITAGE WATERWAY •



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• HERITAGE WATERWAY •



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• HERITAGE WATERWAY •

Lower Big Rib River Trail

Landing Number ##: Trails End Lodge Landing
Location: Lomar Street

Marathon City proposing new landing
at Lions Park – 16 miles upriver

Landing Number ###: Gulliver's Landing
Location: Mallard Drive

Rib Mountain proposing new
landing at Rookery Park

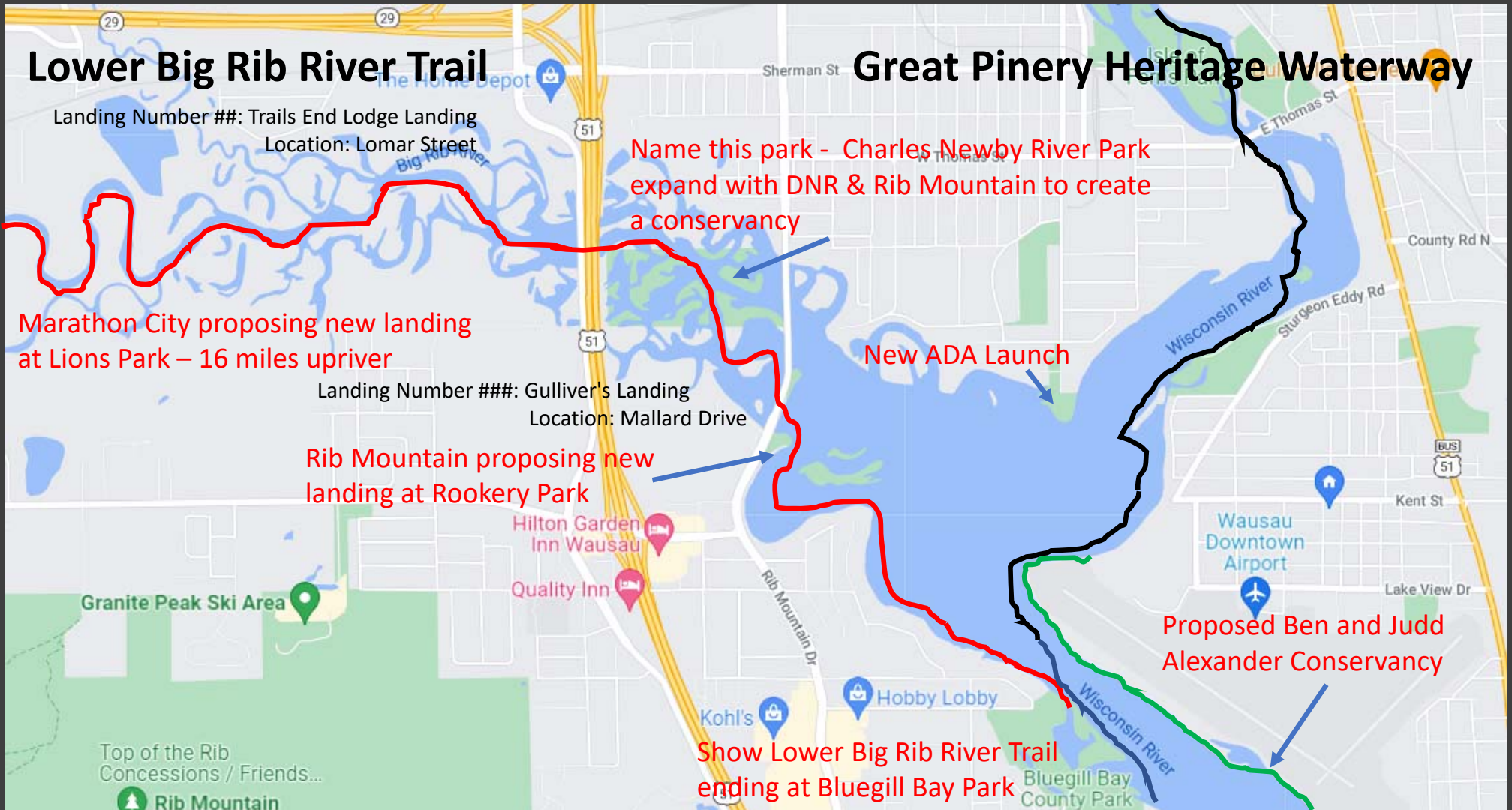
Name this park - Charles Newby River Park
expand with DNR & Rib Mountain to create
a conservancy

New ADA Launch

Show Lower Big Rib River Trail
ending at Bluegill Bay Park

Proposed Ben and Judd
Alexander Conservancy

Great Pinery Heritage Waterway



Great Pinery Heritage Waterway

Name the Eau Claire River Conservancy and expand with Schofield to create a larger conservancy

Lower Eau Claire River Trail

Landing Number ###: Yellow Banks Landing

Location: Northwestern Avenue

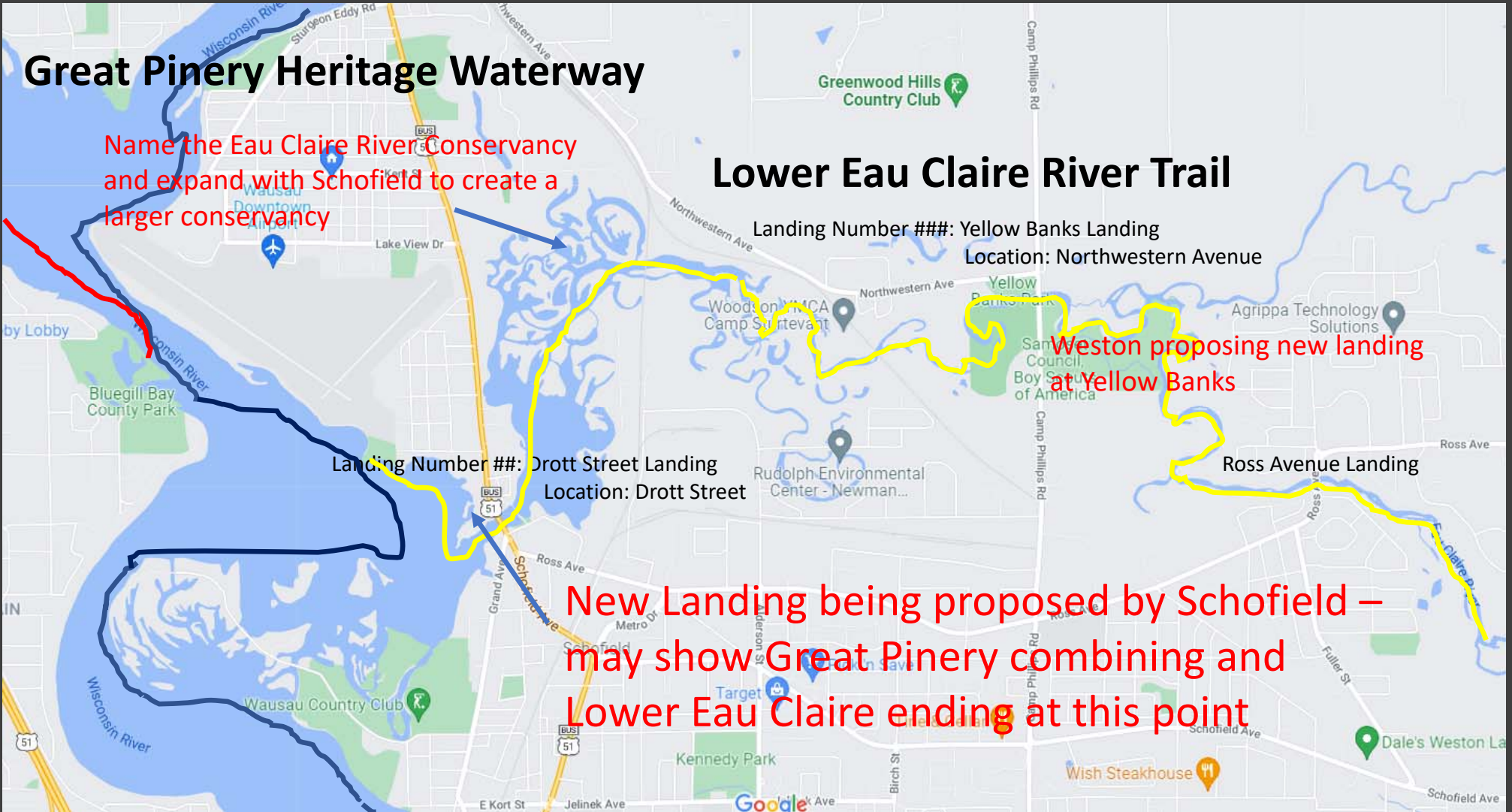
Weston proposing new landing at Yellow Banks

Landing Number ##: Drott Street Landing

Location: Drott Street

Ross Avenue Landing

New Landing being proposed by Schofield – may show Great Pinery combining and Lower Eau Claire ending at this point



Branding key landings with historical storytelling and tying back to the Marathon County Historical Society's website via a QR code for additional storytelling

Opposite Side of Signage

WATERWAY DONORS:



HISTORY OF GILBERT PARK

Header

PHOTO

PHOTO

For Emergency:
Call 911
Wisconsin & Marathon County Parks, Recreation and Forestry
715-325-1500 M-F & 715-470-1922
Weekends & Evenings

For River Conditions:
River App
USCA www.waterdata.usgs.gov/nwshw/

For Weather Conditions:
AccuWeather App
Weather Underground App

Paddling Apps:
Go Paddling App
River App

Voyageur Heritage Waterway & Trails
Downloadable map

Front Side



GILBERT PARK LANDING - MILE 160GIS

QR Code

Waiting for Map

- HOME AREA
- BOAT LANDING
- LAUNCH AREA
- RESTROOMS
- WATER FOUNTAIN
- PARKING
- MILEAGE CHART COMING

FOR YOUR SAFETY

- Life vests are recommended for all watercraft users.
- Do not drink if you park it in, please park it out.
- Life jackets are not allowed on or near the river.
- No fires are allowed on public lands that affect the river.
- Be aware of water levels and of your surroundings at all times.
- Know how to safely operate and navigate your watercraft.
- No trespassing. Do not access private land without permission of the landowner.
- Never drink or jump into the river.

Informational Sign

40" wide by 30" high

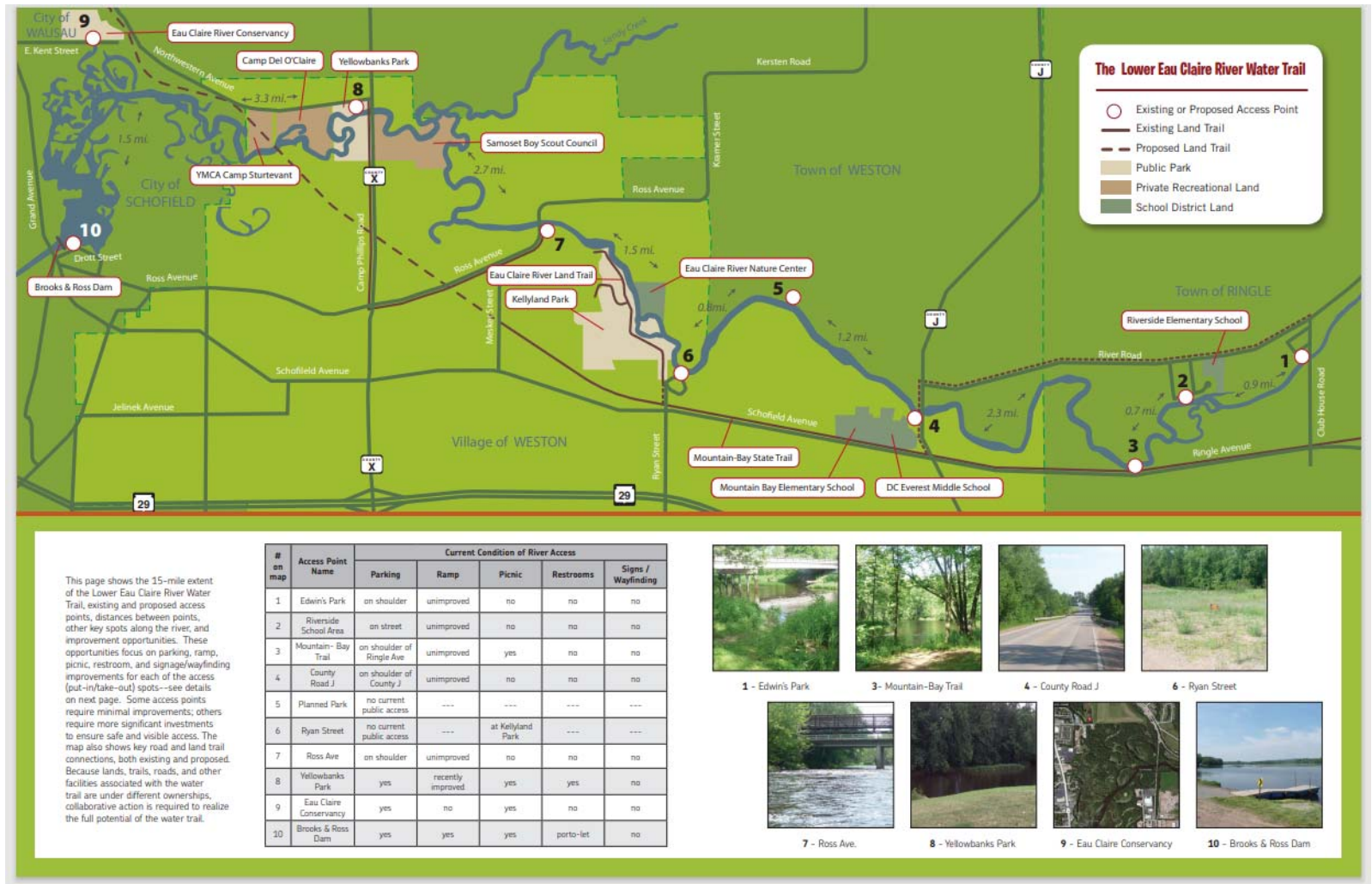
Header: 3"

Story Telling Board: 46" wide by 10" high

Font Size .3"

Existing Water Trail Map of Lower Eau Claire River

Created by North Central Wisconsin Regional Planning Commission





Will Market the Trail Systems on a Host of Sites

Brand trail locally, regionally and nationally – website & apps



“Best in Class” website that promotes Outdoor Recreation

Trail Hiking

Ice Age National Scenic Trail

Camp 27 Trail (L)
New Wood Trail (L)
Averill-Kelly Creek Wilderness Trail (L)
Turtle Rock Trail (L)
Grandfather Falls Trail (L)
Underdown Trail (L)
Alta Junction Trail (L)
Harrison Hills Trail (L)
Ringle Trail (M)
Thornapple Trail (M)
Dells of the Eau Claire Trail (M)
Plover River Trail (M)

Parks & Forest Trails

Rib Mountain State Park
Council Grounds State Park
Dells of the Eau Claire Park

Gravel Biking

Mountain Bay State Trail
Lower Eau Claire River Trail
Fernwood Trail
Big Poniowski Gravel Trail
Maine Loop Gravel Trail

Horseback Trails

Underdown
Big Eau Pleine Park

Canoeing, Kayaking & Paddleboarding

Great Pinery Heritage Waterway

Lower Eau Claire River Trail
Lower Big Rib River Trail
Lake Wausau
Big Eau Pleine River
Plover River
Little Eau Pleine River
Prairie River

Whitewater Kayaking & Rafting

Urban Whitewater (I-V)
Wolf River (I-IV)

Alpine & Nordic Skiing

Alpine Skiing

Granite Peak Ski Areal

Nordic Skiing

Nine Mile Cross County Trails
Mountain Bay State Trail
Scott Creek
Erbach Park
Eau Pleine County Park



Mountain Biking

Nine Mile Mountain Bike Trails
Ringle Mountain Bike Trails
Erbach Park Bike Trails
Eau Pleine Mountain Bike Trails
Scott Creek Park Bike Trails
Sylvan Hill Mountain Bike Trails
Underdown Mountain Bike Trails

Camping

Primitive

Ringle Ice Age Trail

Campgrounds

Outdoor Recreation Organizations

Central Wisconsin Off-Cycling Coalition (CWOCC)
Ice Age Trail Alliance – Marathon
Ice Age Trail Alliance – Lincoln
IRONBULL
Nordic Ski Club
Granite Peak Ski Team
Wausau Wheelers
Athens Trail Association
Whitewater Corporation
Marathon County Parks and Recreation
Wausau Striders

Parks, Forest & Wildlife Areas

Outfitters

Waterfalls

Outdoor Recreation Events

Wausau 24
Ragnar
Badger State Games – Winter
Badger State Games - Summer
Rib Mountain Adventure Challenge
– Winter Addition
Rib Mountain Adventure Challenge
– Summer Addition
Wausau Marathon



THE GREAT PINERY HERITAGE WATERWAY

A paddler's paradise is just a stroke away

One of the longest historical and scenic water trails in the state. Discover the beauty....



Contacts, Map & Camp Sites

Marathon County Parks Department
River & Weather Apps
Map
Camping

The Lower Big Rib River Trail
The Lower Eau Claire River Trail
Lake Wausau
Urban Whitewater Course

Major Community Partners & Individuals that have endorsed project

- Wisconsin Public Service/WE Energy
- Guppy's Lakeside Grill
- Wisconsin Valley Improvement Company
- Lincoln County Parks & Forestry
- City of Merrill
- City of Merrill Parks Department
- Wausau & Marathon County Parks, Recreation & Forestry
- Marathon County Parks Commission
- Lake Wausau Association
- Village of Maine
- Town of Rib Mountain Parks Commission
- Town of Rib Mountain
- City of Mosinee
- City of Schofield
- Village of Rothschild
- Town of Knowlton
- Village of Weston Parks Department
- Village of Marathon City
- Central Wisconsin Visitors Bureau
- Wausau River District
- Wisconsin Department of Natural Resources
- IRONBULL, Inc.
- North Central Wisconsin Regional Planning Commission
- Merrill Historical Society
- Lake Dubay Association
- Dubay Lions Club
- Greater Wausau Chamber of Commerce
- Wisconsin Department of Tourism
- Wausau Whitewater Kayak Corporation
- Marathon County Historical Society
- Wausau & Marathon County Park and Recreation Foundation
- Peter Biermeier – Retired Director of Programs for Wisconsin DNR, Consultant
- Baker-Tilly Consulting – Cheryl Stang – Vice President Marketing

Big Thumbs Up



WMC Parks, Recreation & Forestry

2021 Year in Review



In 2021 our parks saw a significant increase in usage for a second year in a row compared to years prior to COVID-19. During the COVID-19 pandemic our citizens turned to our 3,401 acres of parkland and 30,714 acres of County Forest to recreate.

-Our department has 43.75 FTE and 150+ seasonals.

-General operating budget of \$6,378,828 in expenditures and \$1,399,315 in revenues

- **SUCCESSFUL 100+1 ANNIVERSARY CELEBRATION AUGUST 28, 2021**
- **SECURED 5 YEAR SPONSORSHIP BY PEOPLES STATE BANK OF SPORTS COMPLEX**
- **FULLY IMPLEMENTED NEW RECREATION SOFTWARE – CIVICREC**
- **PLANTED 430 TREES, REMOVED 187 NON-ASH TREES & 420 ASH TREES, TREATED 865 ASH**
- **ESTABLISHED 15 YEAR EMERALD ASH BORER MANAGEMENT PLAN**
- **NEW PLAYGROUND EQUIPMENT IN 3M PARK, SCHOLFIELD & MARATHON PARK**
- **PARTICIPATED IN THE UPDATE TO THE RIB MOUNTAIN STATE PARK MASTER PLAN**
- **896 SHELTER RENTAL DAY AND 110+ EVENTS OPEN TO THE PUBLIC**
- **308.5 ACRES AND 81,920 FT OF TRAILS MOWED = 7,676 HOURS OF MOWING**
- **2985 TOTAL PASSES SOLD (DISC GOLF, BIKING, BOAT LAUNCH, SKI, SHOOTING RANGE, ETC)**

TIMBER SALES

9 sales sold totalling 633 acres with
15,824 cords

\$653,057.00

Gross revenue
\$457,140 Net Revenue to County



CAMPING

Camping had its busiest season in
many years

18%



Increase in revenue over what was
budgeted.

NEW PROGRAM

1st Annual Pickleball Tournament
46 teams = 80 participants

72 Games

Weekly pickleball program had 64
participants

SPONSORSHIPS

New Sponsorship Policy and Park
Naming Guidelines Established

Peoples
STATE BANK

5 year contract with 5 year renewal
for Peoples Sports Complex




Wausau & Marathon County
**Parks, Recreation
& Forestry**





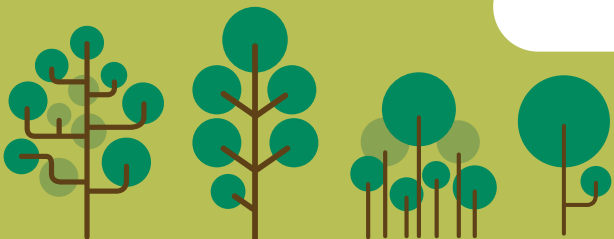
2021 Year in Review - Projects

CITY PARK PROJECTS

- 34 PARKS, 26,000 STREET TREES
- COMPLETED PLAYGROUNDS AT PLEASANT VIEW PARK AND FOREST PARK.
- PLANNED AND ORDERED PLAYGROUND FOR RIVERSIDE PARK
- RECEIVED COMMUNITY DEVELOPMENT BLOCK GRANT FOR RIVERSIDE PARK PLAYGROUND
- VEGETATION MANAGEMENT AT BARKER STEWART ISLAND 
- PHASE IV OF THE ATHLETIC PARK RENOVATIONS COMPLETED
- RECEIVED CATASTROPHIC STORM GRANT \$13,000
- SYLVAN HILL PUMP HOUSE UPGRADE AND SECOND SNOW GUN
- CITY DOG PARK OPENED
- 15 MEMORIAL BENCHES INSTALLED
- MOVIN WITH THE MAYOR EVENTS - PICKLEBALL, YOGA, ROLLER SKATING
- 506 SWIMMING LESSON STUDENTS, ADDED ADULT & EVENING LESSONS (50% INCREASE)
- REPLACED ALL DOWNTOWN FLOWER BASKETS WITH SELF WATERING BASKETS
- PLANNED AND INSTALLED NEW LANDSCAPING AT CITY HALL

COUNTY PARK PROJECTS

- 17 COUNTY PARKS AND 10 COUNTY FOREST UNITS
- ELECTRICAL UPGRADES TO BIG EAU PLEINE CAMPGROUND
- CULVERT INSTALLATION TO BIG EAU PLEINE ROAD FOR RECONSTRUCTION
- INSTALLED AMCO VAULT TOILET AND ACCESS ROAD
- NEW RADIANT HEAT IN ICE RINK 1 OF THE ICE ARENA
- PLANNED AND ORDERED PLAYGROUNDS FOR BIG EAU PLEINE PARK
- COMPLETED UPDATE TO SUNNYVALE SOFTBALL COMPLEX FENCES, CONCESSION, ETC.
- REPLACED THE RUBBER FLOORING OF THE ICE ARENA
- SUCCESSFULLY PARTNERED WITH THE FAIR TO PROVIDE FAIR OPERATIONS
- REPLACED ALL COUNTY PARK/FACILITY WALL MOUNTED DRINKING FOUNTAINS
- PROCESS OF ACQUIRING 39.085 ACRES OF COUNTY PARK LAND
- ACQUIRED 40 ACRES OF FOREST LAND





WMCPRF 2022 Work Plan

Plans to Complete

- Update City Comprehensive Outdoor Recreation Plan
- Westside Master Plan - MSA Hired as Consultant
- Sustainability Plan
- Rib Falls Park Master Plan



- Treat & Remove Ash Trees
- Plant 400+ trees

Forestry Work Plan Including:

- Est. & advertise 625+ acres of timber for sale & Admin 33+ sales.
- Acquire Land & Land, wildlife & recreation management

Research

Snowmaking & Fat Tire Biking at Nine Mile



Secure Field Sponsors PSC

Playground Replacements



Blue Gill Bay
Mission Lake
Riverside
Lincoln Tot Lot

Dells of Eau Claire
Big Eau Pleine
Cherokee

County CIP

- Big Eau Pleine Road Repairs
- Cattle barns 1 & 2 Roof Replacement
- Mission Lake Parking Lot Repair
- Restroom Replacement @ BEP & DCE

Develop 5 Year CIP

Stewart Park Step & Wall Repair



Establish Long Term Replacement Schedule



City Small Projects

- Engineered Wood Fiber in Playgrounds
- 400 Block Assisted Listening Device
- ADA Showers & CO2 Injector Systems- Pools
- 3M Trail Construction
- Sylvan Hill Basement Doors

City CIP

- Drinking Fountain Replacement
- Memorial Park Tennis Court Replacement
- Athletic Park Scoreboard

Expand Recreation Offerings

County Small Projects

- MPB Locker room & Entrance Doors
- Stonework at Dells of Eau Claire
- MPB Table & Chair Replacement
- Dells of Eau Claire Road Repairs

Finish Dog Park



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

~~**LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one to four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 19.~~

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

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

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

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 (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated January 10, 2022, which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

"Conditions Affecting the Property or Transaction" are defined to include:

- a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- b. Impact fees or another condition or occurrence 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.
- c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 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
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

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

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

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

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

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

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

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

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

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

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

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

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

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: expansion of Marathon County park lands
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: N/A

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: N/A
274 _____

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

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads, as described in appraisal report dated December 8, 2021.

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 N/A _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within 30 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 39.085 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: N/A
293 _____

294 _____ **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

344 If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

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

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

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

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

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

~~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.~~

367 ■ **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.

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

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

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate 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.

377 ■ **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.

379 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:

- 381 (1) signed by Buyer; or,
382 (2) accompanied by Buyer's written direction for delivery.

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

385 **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.**

388 ■ **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.

391 ■ **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.

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

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or
397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same 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.

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

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

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

409 ~~If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written 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.~~

415 **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.

419 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.

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

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase 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 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
 436 Buyer's property located at n/a

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

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

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

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

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

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

452 Other: _____

453

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

455 **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 N/A.

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 N/A

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 15 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 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have 30 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 N/A

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** See Addendum A, which is incorporated into this Offer to Purchase as if set forth here in full.

651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

685 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
686 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
687 668-683.

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

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

671 Name of Buyer's recipient for delivery, if any: Jamie Polley, Parks, Recreation & Forestry Director

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: 212 River Drive, Suite 2, Wausau, WI 54403

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

682 Email Address for Seller: _____

683 Email Address for Buyer: _____

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 A is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Michael Puerner, Marathon County Corporation Counsel

688 _____

689 (x) Jamie Polley Jamie Polley, Director 1/24/22
690 Buyer's Signature ▲ Print Name Here ► Date ▲

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ► Date ▲

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

697 (x) Anthony Tomaster ANTHONY TOMASTER 1-28-2022
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 A

1. Contingencies:

- a. This Offer to Purchase is contingent upon approval of this purchase, under the terms herein provided, by the Park Commission; Environmental Resources Committee; Human Resources, Finance & Property Committee; and the Marathon County Board of Supervisors.
- b. Seller agrees to pay any fees required for a warranty deed.
- c. Seller agrees to pay for title insurance.
- d. Seller agrees to pay the Wisconsin real estate transfer fee.
- e. Buyer agrees to pay any required recording fees.
- f. There is no financing contingency. Buyer is a political subdivision of the State of Wisconsin with taxing authority.

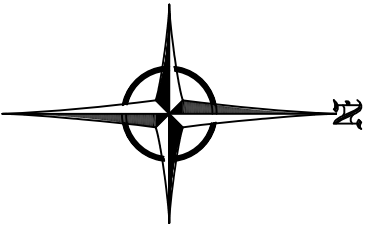
2. Additional Terms:

- 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 hereby releases Buyer from any and all liability under Wisconsin Statutes Chapter 32.
- b. There is no earnest money involved in this transaction.

3. Gratuities and Kickbacks:

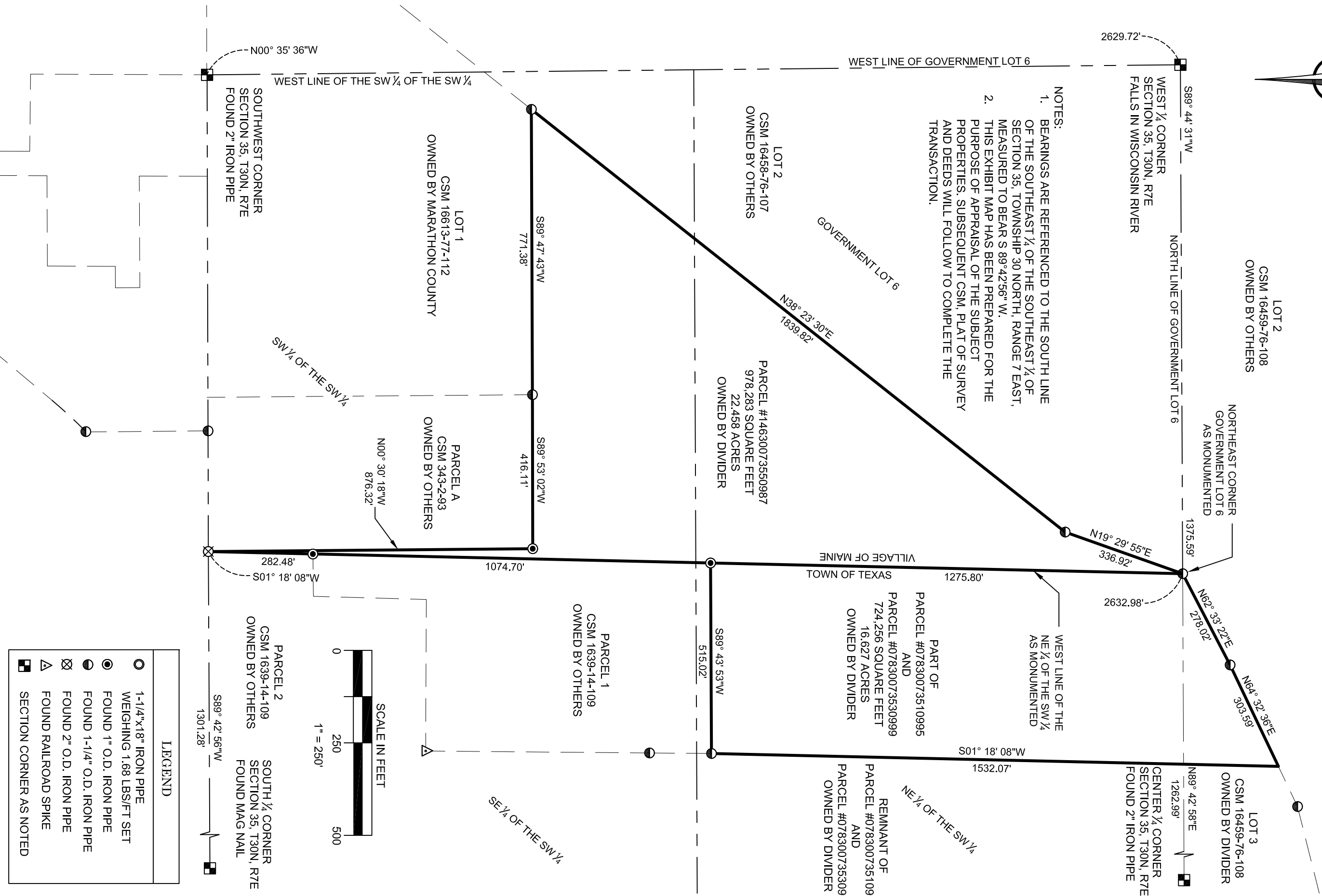
It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with 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.



PROPERTY EXHIBIT MAP

Part of the West 1/2 of the Southwest 1/4, Part of the Northeast 1/4 of the Southwest 1/4, and Part of Government Lot 5, All Located in Section 35, Township 30 North, Range 7 East, Village of Maine and Town of Texas, Marathon County, Wisconsin



- NOTES:
- BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 30 NORTH, RANGE 7 EAST, MEASURED TO BEAR S 89°42'56" W.
 - THIS EXHIBIT MAP HAS BEEN PREPARED FOR THE PURPOSE OF APPRAISAL OF THE SUBJECT PROPERTIES. SUBSEQUENT CSM, PLAT OF SURVEY AND DEEDS WILL FOLLOW TO COMPLETE THE TRANSACTION.

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 39.085 Acres as described in
Section 35 T30N-R7E (STREET ADDRESS) IN THE _____ (CITY/VILLAGE) (TOWN)
 OF Texas Village of Maine, COUNTY OF Marathon, STATE OF
 WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION
 709.02 OF THE WISCONSIN STATUTES AS OF January (MONTH) 10 (DAY), 2022 (YEAR). IT IS NOT A
 WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PRINCIPAL IN THIS TRANSACTION AND
 IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

OWNER'S INFORMATION

B.1. In this form, "am aware" means have notice or knowledge. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would adversely affect the use of the property.

B.2. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.

B.3. The owner represents that to the best of his or her knowledge the responses to the following statements have been accurately noted as "yes," "no," or "not applicable" to the property being sold. If the owner responds to any statement with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the statement is "yes." *If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.*

B.4. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium and any limited common elements that may be used only by the owner of the condominium unit being transferred.

PROPERTY CONDITION STATEMENTS*

	Yes	No	N/A	See Expert's Report
C.1. I am aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.		✓		
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.		✓		
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.		✓		
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	✓			
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.		✓		
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.		✓		
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.		✓		
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.		✓		
C.9. I am aware of underground or aboveground fuel storage tanks on or previously located on the property. (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)		✓		
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)		✓		

	Yes	No	N/A	See Expert's Report
C.10. I am aware of 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.		✓		
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.		✓		
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.		✓		
C.13. I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.		✓		
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.		✓		
C.15. I am aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.		✓		
C.16. I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.		✓		
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	✓			As Described in 12-8-21 Appraisal ✓
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.		✓		
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.		✓		
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.		✓		
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.		✓		
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.		✓		
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.		✓		
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.		✓		
C.25. I am aware of significant 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 property.		✓		
C.26. I am aware of existing or abandoned manure storage facilities.		✓		
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.		✓		
C.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See http://dnr.wi.gov/ for information.		✓		
C.29. I am aware of impact fees or another condition or occurrence 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.		✓		
C.30. I am aware of other defects affecting the property.		✓		

ADDITIONAL INFORMATION

Yes No N/A See Expert's Report

D.1. Use-Value Assessments. The use-value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a nonagricultural use, such as residential or commercial development, that person may owe a conversion charge. To obtain more information about the use-value law or conversion charge, contact the Wisconsin Department of Revenue's (DOR's) equalization section at (608) 266-2149 or visit: http://www.revenue.wi.gov/faqs/slf/useassmt.html.

- a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats.
b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats.
c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats.

D.2. Farmland Preservation. Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: http://workinglands.wi.gov.

- a. I am aware that the property is subject to a farmland preservation agreement.

D.2m. Managed Forest Land. The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: http://dnr.wi.gov/forestry.

- a. I am aware that all or part of the property is enrolled in the managed forest land program.

D.3. Utility Connections. I am aware that the property is connected to the following utilities on the property or at the lot line:

- a. Electricity.
b. Municipal water.
c. Telephone.
d. Cable television.
e. Natural gas.
f. Municipal sewer.

D.4. The owner has owned the property for 9 years.

D.5. Explanation of "yes" responses. (See B.3.) D.2 Triangular corner of WTTC Parcel equalling ± 1.50 Acres is under CFL, established in about 1980, set to expire in 2029 (see attached map)

NOTICE REGARDING SEX OFFENDER REGISTRY

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting http://www.widocoffenders.org.

OWNER'S CERTIFICATION

F. The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner Patrick N. Peterson, V.P., ALM Holdings Date 1-10-2022

CERTIFICATION BY PERSON SUPPLYING INFORMATION

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that that information is true and correct to the best of that person's knowledge as of the date on which the person signs this report.

Person Items Date
Person Items Date
Person Items Date

NOTICE REGARDING ADVICE OR INSPECTIONS

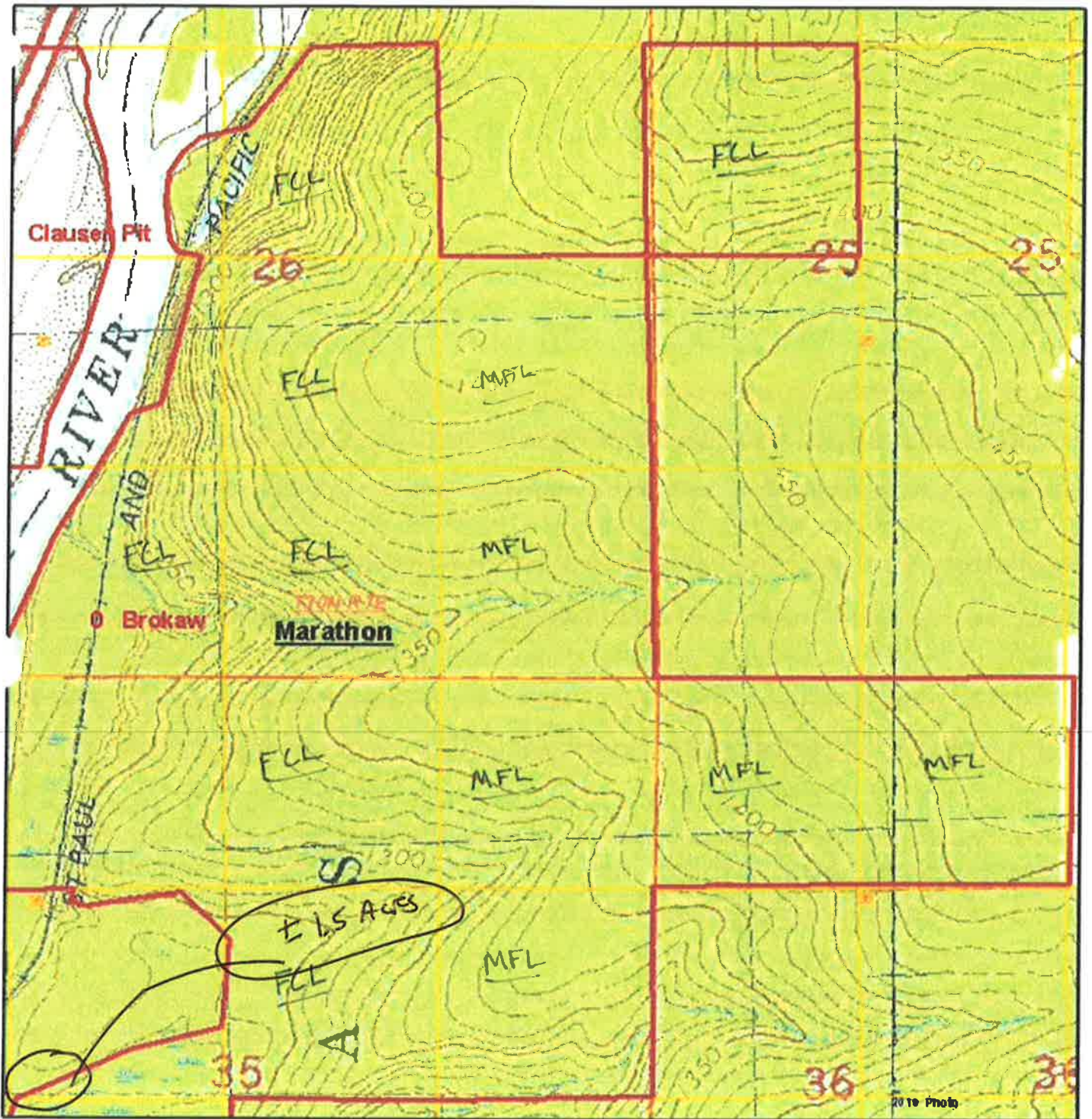
H. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS, OR WARRANTIES.

BUYER'S ACKNOWLEDGEMENT

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.

Prospective buyer Date
Prospective buyer Date
Prospective buyer Date



April 2012

