

**\*\*\*ATTACHMENTS\*\*\***



1.6

December 21, 2015

**HONORABLE MEMBERS OF THE COMMON COUNCIL:**

I hereby submit the following appointments for your consideration:

Ald. Lessard as Chair of the Law and Licensing Committee.

Ald. Wolf Vice-Chair of the Law and Licensing Committee.

Ald. Thiel Chair of the Public Protection and Safety Committee.

Ald. Lessard and Ald. Thiel to the Strategic Fiscal Planning Committee.



Mayor Michael J. Vandersteen

*Lies over.*

OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE., SUITE 301  
SHEBOYGAN, WI  
53081-4495

920/459-3317  
FAX 920/459-0256



1.6

December 21, 2015

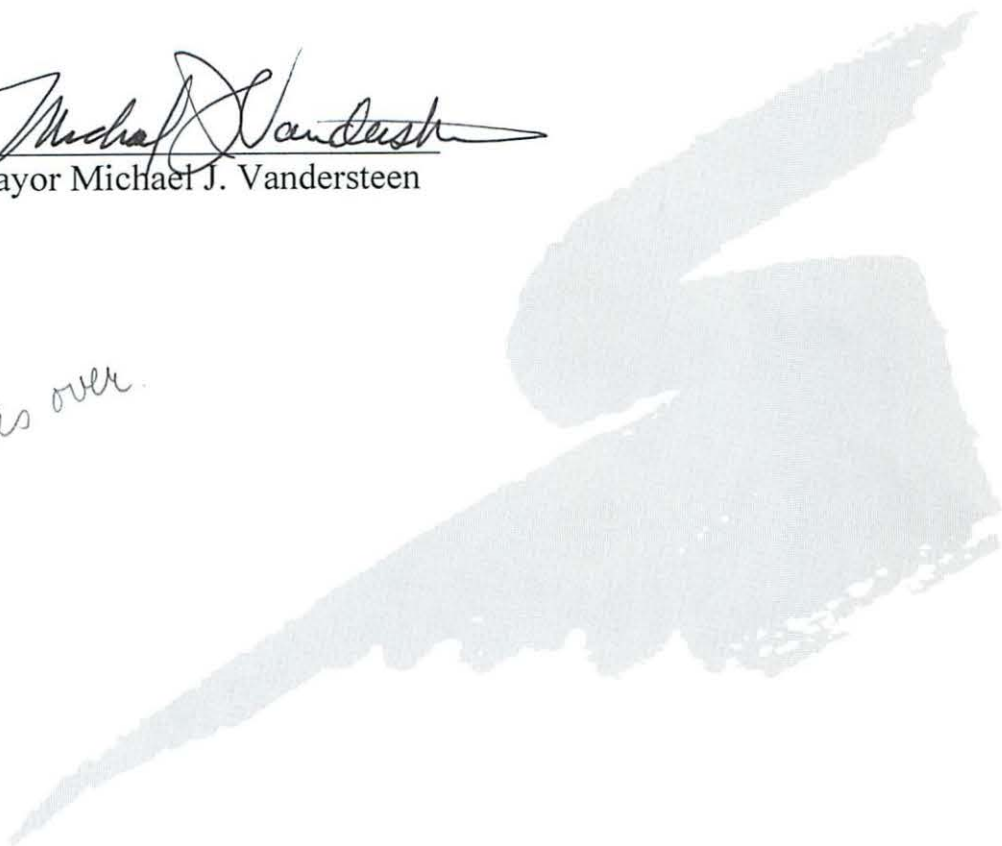
**HONORABLE MEMBERS OF THE COMMON COUNCIL:**

I hereby submit the following appointments for your consideration:

Rich and Carolyn Miesfeld to be considered for appointment to the Mayor's International Committee to replace the unexpired terms of Al and Barb Kuether 04/25/16.

  
Mayor Michael J. Vandersteen

*His over.*



OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE., SUITE 301  
SHEBOYGAN, WI  
53081-4495

920/459-3317  
FAX 920/459-0256



January 4, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your confirmation:

Rosemarie Trester to be considered for appointment to the Law and Licensing Committee to fill the unexpired term formerly held by Darryl Carlson whose term expires on 4/18/16.

A handwritten signature in dark ink, appearing to read "Mike Vandersteen", is written over a horizontal line.

MIKE VANDERSTEEN, MAYOR

OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE., SUITE 301  
SHEBOYGAN, WI  
53081-4495

920/459-3317  
FAX 920/459-0256

I

Hearing No.           - 15 - 16. January 4, 2016.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class UI Urban Industrial to Class UR-12 Urban Residential Classification:

Property located at 1560 N. 17<sup>th</sup> St.:

SECTION 15 & 22, T. 15 N., R. 23 E.

O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT.

All interested persons will now be heard.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., January 4, 2016, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class UI Urban Industrial to Class UR-12 Urban Residential Classification:

Property located at 1560 N. 17<sup>th</sup> St. (parcel #624220):

SECTION 15 & 22, T. 15 N., R. 23 E.  
O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4,  
5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE  
BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF  
THE ORIGINAL PLAT.

SUSAN RICHARDS  
City Clerk



December 23, 2015

Dear Property Owner:

I wish to notify you that there will be two public hearings at 6:00 P.M., January 4, 2016, at the regular meeting of the Common Council in the Council Chambers on the 3<sup>rd</sup> floor of City Hall, 828 Center Ave., Sheboygan WI. regarding the following:

- To amend the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located along N. 17<sup>th</sup> St. (parcel #624220), from Employment to Multi-Family Residential Classification
- To amend the City of Sheboygan Official Zoning Map to change the Use District Classification of property located at 1560 N. 17<sup>th</sup> St. from Class UI Urban Industrial to Class UR-12 Urban Residential Classification

Property located at 1560 N. 17<sup>th</sup> St.  
(parcel #624220) described as follows:

SECTION 15 & 22, T. 15 N., R. 23 E.  
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ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF  
BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN  
SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK  
18 OF THE ORIGINAL PLAT.

If you have questions, please direct your inquiries to  
the Department of City Development at 459-3377.

CITY CLERK'S OFFICE

CITY HALL  
SUITE 100  
828 CENTER AVE.  
SHEBOYGAN, WI  
53081-4442

920/459-3361  
FAX 920/459-2917

WEB: CI.SHEBOYGAN.WI.US

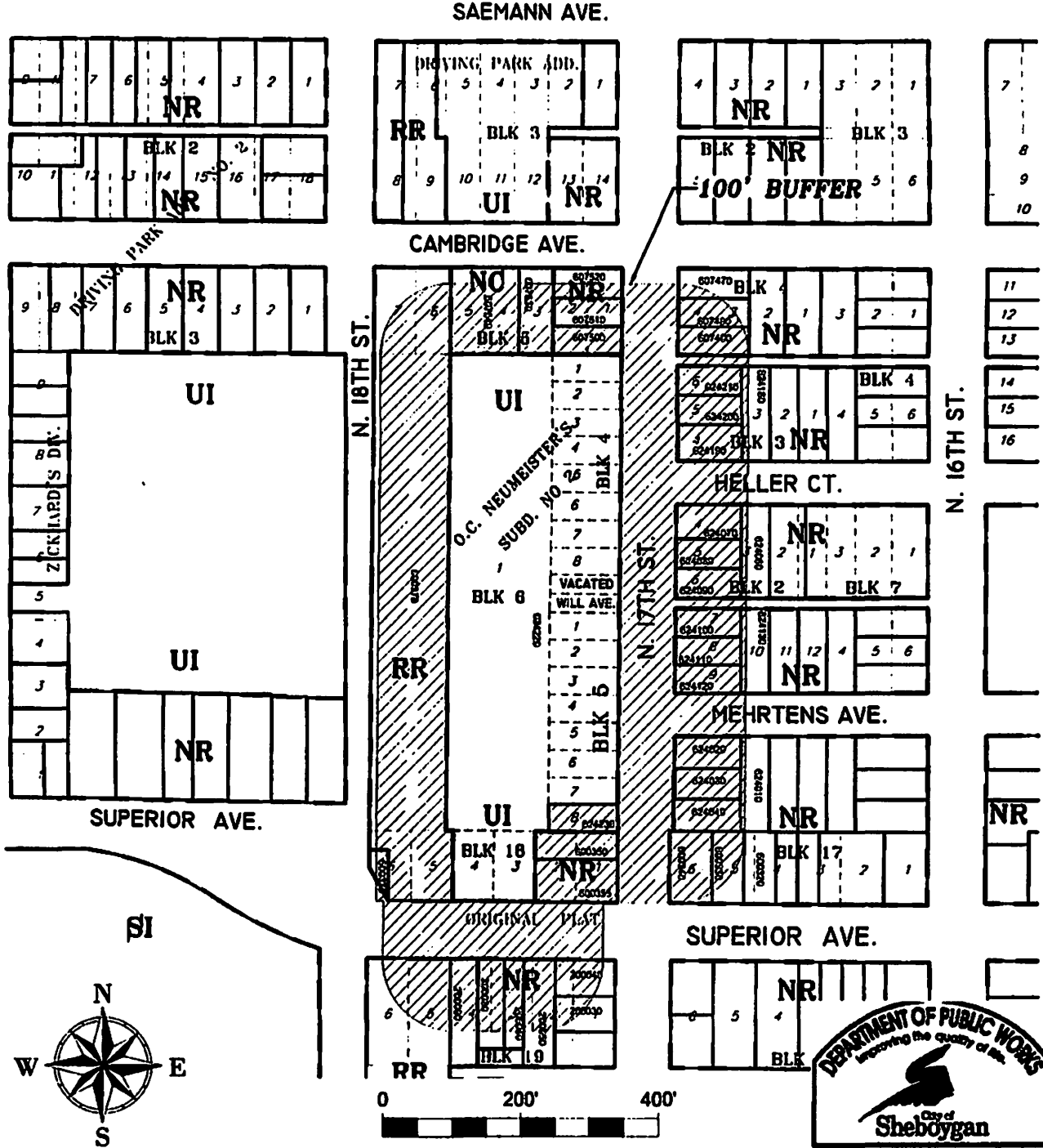
Yours very truly,

SUSAN RICHARDS  
City Clerk

Names Both	Own Full S	Own City	Own State	Own Zip
UNION PACIFIC RR COMPANY	1400 DOUGLAS ST	OMAHA	NE	68179-1001
FUHRMANN, JEFFREY M	702 MARTIN LN	SHEBOYGAN	WI	53083-1460
SKREPENSKI, ANTHONY C. SANDRA	1432 N 17TH ST	SHEBOYGAN	WI	53081-3275
M & K WILTZIUS, LLC	2004 WAVERLY CT	SHEBOYGAN	WI	53083-2191
TOMASSI, TOMASITO VARGAS SONIA IVETTE RIOS	3950 COMMERCIAL AVE	MADISON	WI	53714-1216
DAMROW, PETER J.	1513 N 17TH ST	SHEBOYGAN	WI	53081-2356
WESSING, WILLIAM J. PENLOPE E.	227 5TH ST	RANDOM LAKE	WI	53075-1804
BURNS, LISA M. ET AL	1517 N 17TH ST	SHEBOYGAN	WI	53081-2356
VAN KLEECK, PATRICIA A	1521 N 17TH ST	SHEBOYGAN	WI	53081-2356
NELSON, LINDA H	2913 S 11TH ST	SHEBOYGAN	WI	53081-6855
FRETWELL, JENNIFER D. MEREDITH G.	1537 N 17TH ST	SHEBOYGAN	WI	53081-2357
JAGLER, KURT J.	1539 N 17TH ST	SHEBOYGAN	WI	53081-2357
HILBELINK, SCOTT P SHERRI D	N9509 HIGHLAND RD	ELKHART LAKE	WI	53020-1754
KRUGEL, MARCUS L. JENNIFER L.	W1746 NORTHFIELD CIR	SHEBOYGAN	WI	53083-1684
CORSON, ASHLEY B.	2913 S 18TH ST	SHEBOYGAN	WI	53081-6644
SCHOENEMANN, NATHAN A. TORI A.	W2145 OURTOWN RD	SHEBOYGAN FLS	WI	53085-2743
SCHILLING, KENNETH L LINDA G	503 CHURCH ST	KOHLER	WI	53044-1535
VOLLBRECHT, ROBERT A JR JEAN A	W4834 COUNTY ROAD FF	ELKHART LAKE	WI	53020-2019
PENA, DAVID M	1620 N 17TH ST # A	SHEBOYGAN	WI	53081-2358
CLEVELAND, SCOTT L	1623 N 17TH ST # A	SHEBOYGAN	WI	53081-2359
LEE, CYNDA	1624 N 17TH ST	SHEBOYGAN	WI	53081-2358
LEWANDOSKE, GERALD W	1625 HELLER AVE	SHEBOYGAN	WI	53081-2448
STOCKEL, RICHARD A.	1625 MEHRTENS AVE	SHEBOYGAN	WI	53081-2440
LEONHARDT, SUSAN Y	1626 HELLER AVE	SHEBOYGAN	WI	53081-2447
ONNINK, LEROY	1626 MEHRTENS AVE	SHEBOYGAN	WI	53081-2439
HALLE, STEVEN D. CHRISTINE L.	3513 N 48TH PL	SHEBOYGAN	WI	53083-2587
SCHMIDT, RANDALL A. MARIAN F.	3817 N 48TH ST	SHEBOYGAN	WI	53083-2570
LEUCK, CAROL J.	1630 SUPERIOR AVE	SHEBOYGAN	WI	53081-2443
WARMUS, JEROME	91 E SHORE DR	RANDOM LAKE	WI	53075-1610
HALVORSEN, STEPHEN C. SANDRA J.	1735 N 7TH ST	SHEBOYGAN	WI	53081-2721
SWEIGERT INVESTMENTS LLC	309 BROADWAY ST	SHEBOYGAN FLS	WI	53085-1315
JOHN SAUER MILCH JR GENERAL CONTRACTOR INC	1717 CAMBRIDGE AVE	SHEBOYGAN	WI	53081-2338
SCHICKER, PAUL J.	1713 SUPERIOR AVE	SHEBOYGAN	WI	53081-2334
SAUER MILCH, JOHN JR.	1717 CAMBRIDGE AVE	SHEBOYGAN	WI	53081-2338
SCHICKER, MICHAEL J	1719 SUPERIOR AVE	SHEBOYGAN	WI	53081-2334

# PROPOSED ZONING CHANGE FROM UI TO UR SECTION 15 & 22, T. 15 N., R. 23 E.

O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT. LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E., AND THE NW 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E., IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 176,310.03 SQ. FT. OR 4.05 ACRES.



I

Hearing No.           - 15 - 16. January 4, 2016.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located along N. 17<sup>th</sup> St. (parcel #624220), from Employment to Multi-Family Residential Classification:

Property located at 1560 N. 17<sup>th</sup> St. (parcel #624220):

SECTION 15 & 22, T. 15 N., R. 23 E.

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All interested persons will now be heard.

Publish - December 18 and 25, 2015.  
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
SHEBOYGAN FUTURE LAND USE MAP OF  
THE SHEBOYGAN COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., January 4, 2016, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Future Land Use Classification of the Sheboygan Comprehensive Plan. The purpose of the amendment is to change the Land Use Classification of property located along N. 17<sup>th</sup> St. (parcel #624220), from Employment to Multi-Family Residential Classification:

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SUSAN RICHARDS  
City Clerk



December 23, 2015

Dear Property Owner:

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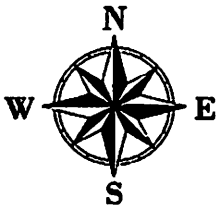
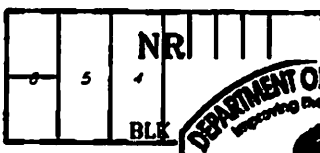
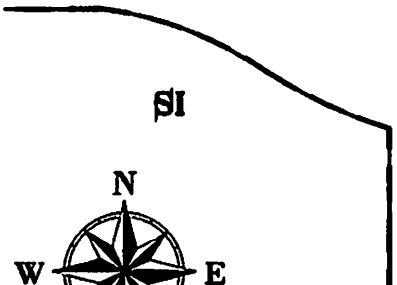
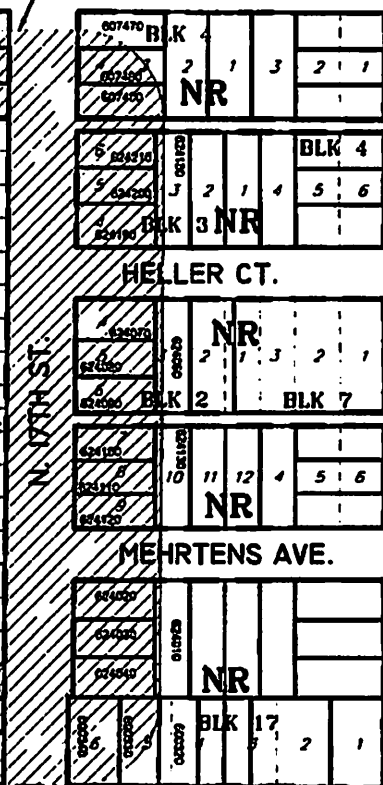
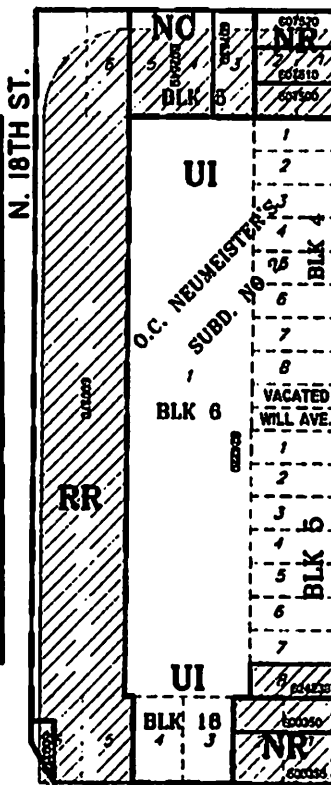
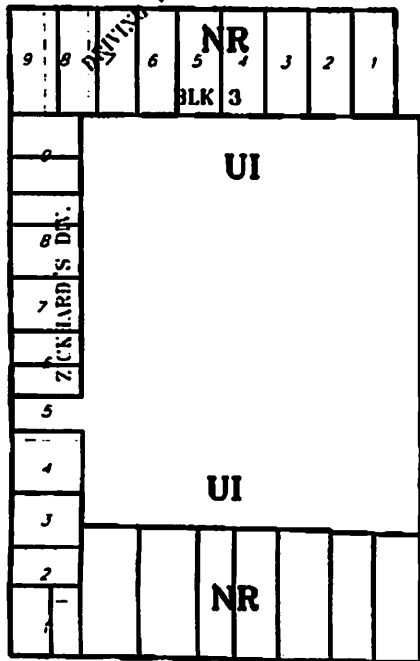
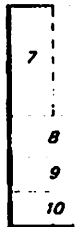
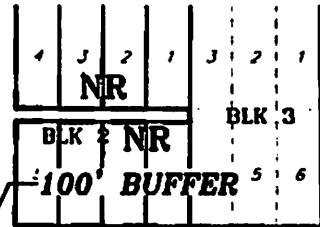
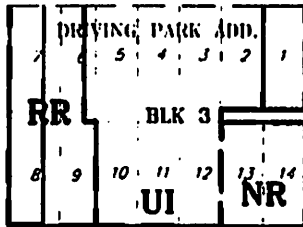
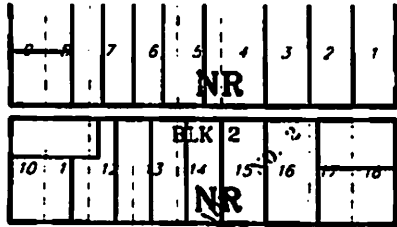
Yours very truly,

SUSAN RICHARDS  
City Clerk

Names Both	Own Full S	Own City	Own State	Own Zip
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FUHRMANN, JEFFREY M	702 MARTIN LN	SHEBOYGAN	WI	53083-1460
SKREPENSKI, ANTHONY C. SANDRA	1432 N 17TH ST	SHEBOYGAN	WI	53081-3275
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NELSON, LINDA H	2913 S 11TH ST	SHEBOYGAN	WI	53081-6855
FRETWELL, JENNIFER D. MEREDITH G.	1537 N 17TH ST	SHEBOYGAN	WI	53081-2357
JAGLER, KURT J.	1539 N 17TH ST	SHEBOYGAN	WI	53081-2357
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CORSON, ASHLEY B.	2913 S 18TH ST	SHEBOYGAN	WI	53081-6644
SCHOENEMANN, NATHAN A. TORI A.	W2145 OURTOWN RD	SHEBOYGAN FLS	WI	53085-2743
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VOLLBRECHT, ROBERT A JR JEAN A	W4834 COUNTY ROAD FF	ELKHART LAKE	WI	53020-2019
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LEWANDOSKE, GERALD W	1625 HELLER AVE	SHEBOYGAN	WI	53081-2448
STOCKEL, RICHARD A.	1625 MEHRTENS AVE	SHEBOYGAN	WI	53081-2440
LEONHARDT, SUSAN Y	1626 HELLER AVE	SHEBOYGAN	WI	53081-2447
ONNINK, LEROY	1626 MEHRTENS AVE	SHEBOYGAN	WI	53081-2439
HALLE, STEVEN D. CHRISTINE L.	3513 N 48TH PL	SHEBOYGAN	WI	53083-2587
SCHMIDT, RANDALL A. MARIAN F.	3817 N 48TH ST	SHEBOYGAN	WI	53083-2570
LEUCK, CAROL J.	1630 SUPERIOR AVE	SHEBOYGAN	WI	53081-2443
WARMUS, JEROME	91 E SHORE DR	RANDOM LAKE	WI	53075-1610
HALVORSEN, STEPHEN C. SANDRA J.	1735 N 7TH ST	SHEBOYGAN	WI	53081-2721
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JOHN SAUERMILCH JR GENERAL CONTRACTOR INC	1717 CAMBRIDGE AVE	SHEBOYGAN	WI	53081-2338
SCHICKER, PAUL J.	1713 SUPERIOR AVE	SHEBOYGAN	WI	53081-2334
SAUERMILCH, JOHN JR.	1717 CAMBRIDGE AVE	SHEBOYGAN	WI	53081-2338
SCHICKER, MICHAEL J	1719 SUPERIOR AVE	SHEBOYGAN	WI	53081-2334

# PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM EMPLOYMENT TO MULTI-FAMILY RESIDENTIAL SECTION 15 & 22, T. 15 N., R. 23 E.

O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E., AND THE NW 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E., IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 176,310.03 SQ. FT. OR 4.05 ACRES.



II

3.2

**UPDATED COPY**

R. O. No.     - 15 - 16. By CITY CLERK. January 4, 2016.

Submitting various license applications.

\_\_\_\_\_  
City Clerk

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COMMERCIAL OPERATOR'S LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2787	CG Services LLC	N1403 Sauk Trail Rd., Oostburg
2790	Five Star Property Services	904 Clara Ave.
1200	Lakeside Lawn Service Inc.	N2222 Foster Rd. S, Oostburg
2570	Lakeshore Property Serv., LLC	3301 N. 33 <sup>rd</sup> St.

Consent

# VII

R. C. No.          - 15 - 16. By LAW AND LICENSING. January 4, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 220-15-16 by the City Clerk, license applications for the period ending December 31, 2015 and June 30, 2017; recommends that the following licenses be granted with various caveats:

"CLASS B" LIQUOR LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3162	Sundance Saloon	1509 S. 12 <sup>th</sup> St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2727	Bonjour Massage	1327 N. 8 <sup>th</sup> St.
2441	Darling Therapies	604 Erie Ave.
2180	Donna Grady - Massage Therapy	809 N. 8 <sup>th</sup> St.
1112	Entourage	726 Michigan Ave.
2792	Integrated Health Therapies	833 Pennsylvania Ave.
2868	Intouch	314 Niagara Ave.
1205	Jomaji Salon & Spa Inc.	682 South Pier Dr.
2804	Reflections Spa	725 Blue Harbor Dr.

*Consent*

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0974	Bresser, Eric R.	708 Alabama Ave.
0960	Burby, Tanya M.	2020A S. 13 <sup>th</sup> St.
8558	Butler, Stefanni L.	1717 N. 2 <sup>nd</sup> St.
0970	Carlson, Elijah	557 Pickett, Plymouth
0980	Declark, Libby R.	528 Beech St., Kingsford, MI
0966	Gunkel, Chris A.	1008 N. 18 <sup>th</sup> Ave., West Bend
0962	Hameister, Jonathan J.	1049 Janewood Ln.
0964	Huremovic, Emir	814 S. 13 <sup>th</sup> St.
0969	Jagler, Kurt J.	1539 N. 17 <sup>th</sup> St.
0979	Jetzer, Allison E.	2330 Calumet Dr.
0249	Kinney, Kathleen M.	402 Saddle Ridge, Portage
7174	La Fortune, Rebecca L.	1123 Sommer Dr.
0975	Lehrke, Rebecca S.	1441 Parkview Terr., #44
*0968	Lesperance, Hannah R.	830 N. Water St., #115

**\*grant contingent upon the application be corrected and with a warning to include all violations on future applications**

0981	Mares, Alyssa K.	932 Grand Ave.
9996	Neese, Cassandra L.	810 N. 9 <sup>th</sup> St.
0973	Ordonez, Francisco A.	3515 N. 10 <sup>th</sup> St., #121
0978	Prueter, Keri L.	1604 S. 14 <sup>th</sup> St.

IV

0324	Schneider, Nancy C.	2019 N. 40 <sup>th</sup> St.
0965	Schoerner, Eric R.	6223 Deerpath Trail
8880	Schulz, Curtiss J.	411 James St., Sheb. Falls
0967	Varah, Christopher T.	2228 S. 16 <sup>th</sup> St.
5339	Weimann, Lisa K.	302 Wahgouly Rd.
0959	Zack, Tyler R.	830 N. 10 <sup>th</sup> St.
0976	Zillmer, Teanna L.	2212 N. 22 <sup>nd</sup> St.

TAXICAB BUSINESS LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2509	Santanas Limo	2724 Main Ave.
2572	Lakeshore Transportation LLC	426B Factory St., Plymouth
1911	Wheelchair Taxi	2516 Superior Ave.

TAXICAB DRIVER LICENSE (NEW) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0961	Torres, Esteban Falcon	4333 Liberty Ct., #Y104

TAXICAB DRIVER LICENSE (RENEW) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7426	Ahrens, Christina E.	939 N. 25 <sup>th</sup> St.
6090	Allmann, Michele R.	2016 N. 8 <sup>th</sup> St.
0570	Anderson, Anthony G.	1941 N. 12 <sup>th</sup> St.
0723	Falk-Meyers, Erica S.	1637 Woodland Dr., Green Bay
9714	Gering, Kevin W.	2406 Main Ave.
5170	Gilbertson, Stephen J.	1216 N. 29 <sup>th</sup> St.
8112	Gohr, Trevor M.	4213 Autumn Ct.
6725	Harrison, Renee H.	219 E 1 <sup>st</sup> St., Waldo
9948	Hernickle, Pamela A.	3145 Calumet Dr.
*0690	Kohlmann Jr., Francis W.	6 Tacoma Trail

**\*grant contingent upon the application be corrected and with a warning to include all violations on future applications**

0876	Kokes, Peter J.	3903 Heather Valley, #209
0256	Krueger, Mark A.	13 S. Hiawatha Circle
0712	Lopez, Jose D.	3022 N. 8 <sup>th</sup> St.
0890	Nett, Steven F.	208 Main St., Cedar Grove
*7666	Parisek Jr., James K.	1323 Geele Ave.

**\*grant contingent upon the application be corrected and with a warning to include all violations on future applications**

7805	Reiner, Michael G.	2419 N. 29 <sup>th</sup> St.
6913	Rios, Ricardo	2619A N. 8 <sup>th</sup> St.
0836	Rivera, Amalio Calderon	1428 S. 8 <sup>th</sup> St.
7731	Santana, Reynel	2724 Main Ave.
8860	Santana, Susan M.	2724 Main Ave.

6948 Schneider, Gordon J.  
0817 Sullivan, Peter C.  
0695 Valle, Jennifer Franco  
9341 Weber, Jeffrey D.

2223 S. 7<sup>th</sup> St.  
42 E Follett St., Fond du Lac  
406 New York Ave.  
2313 Hillshire Dr., #3A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

**I HEREBY CERTIFY** that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VII

R. C. No.     - 15 - 16. By LAW AND LICENSING. January 4, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 232-15-16 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2017; recommends that the following licenses be granted with various caveats:

CHANGE OF AGENT

Kristal Sullivan is replacing Cherie Duby as agent at the Kwik Trip #873 located at 625 S. Taylor Dr. effective immediately.

"CLASS B" LIQUOR LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3163	Starbucks #10480 (Reserve)	3550 Washington Ave. Frt. Rd.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3049	G & G Massage	2602 N. 15 <sup>th</sup> St.
1701	Salon Sase	631 Riverfront Dr.

*Consent*

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0016	Adhikar, Manav	2632 Georgia Ave., #22
0985	Jarvis, Judith L.	2803 Lakeshore Dr.
0990	Kautzer, Mark A.	1615 Spruce Ct.
1615	Kempfer, Terese M.	3602 N. 21 <sup>st</sup> St., #311
8240	Ludwig, Malyssa A.	1219 S. 21 <sup>st</sup> St.
0984	Meyer, Robert D. (Club)	1649 S. 25 <sup>th</sup> St.
*0988	Porzadny, Bryan David	716 Broadway

**\*grant with instruction to correct the application**

7181	Repinski, Dawn M.	3830 Koehn Ave.
0986	Runkel, Kevin R. (Club)	225 Lilac LN., Belgium
0989	Rusch, Kristen A.	2302 Lake Aire Dr.
*0983	Schwarz, Hanna C.	6632 Leona Ln.

**\*grant contingent upon the application being corrected and with a warning to include all violations on future applications**

0982	Ter, Kavita K.	2618 Georgia Ave., #5
9841	Thompson, David E.	620 S. 8 <sup>th</sup> St., #106
*0991	Velier, Joseph W.	3715 S. 12 <sup>th</sup> St.

**\*grant contingent upon the application being corrected and with a warning to include all violations on future applications**

IV

TAXICAB DRIVER LICENSE (NEW) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*7423	Olson, Andrew J.	1209 Riverview Dr.
	<b>*grant contingent upon the application being corrected and with a warning to include all violations on future applications</b>	

TAXICAB DRIVER LICENSE (RENEW) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6703	Kropuenske, Lynn M.	716 Superior Ave.
0519	Levisen, Anthony J.	1105 Eisner Ave.
9814	Maldonado, Silvestre Torres	1833 N. 20 <sup>th</sup> St.
8177	McKenzie, David J.	1216 S. 9 <sup>th</sup> St.

	Committee

**I HEREBY CERTIFY** that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. \_\_\_\_\_ - 15 - 16. By CITY CLERK. January 4, 2016.

Submitting a communication from Sheboygan Leadership Academy stating their concern and opposition to granting waivers for sex offenders to be placed at 1123 N. 14<sup>th</sup> St. TLP.

pp+3.

---

City Clerk



# SHEBOYGAN LEADERSHIP ACADEMY

## STATEMENT FOR THE PUBLIC PROTECTION AND SAFETY MEETINGS

My name is Tim Stiebel and I represent Sheboygan Leadership Academy located at 1305 St. Clair Avenue. Sheboygan Leadership Academy is a public charter school serving students from Grade 4K through Grade 8 (ages 4 through 14). Our total population currently is ~~185~~ <sup>217</sup> students.

On behalf of Leadership Academy, I express concern and opposition to granting a waiver for a child sex offender to be placed at the 1123 North 14<sup>th</sup> Street TLP. According to law, *"it is unlawful for any designated offender to establish a permanent residence or temporary residence within 2,000 feet of any school, licensed day care center, park, recreational trail, playground, or place of worship."*

*Sheboygan  
Wisconsin*

Of these six criteria, please know that the 1123 North 14<sup>th</sup> Street TLP address is within 2,000 feet of:

- A school – Sheboygan Leadership Academy (1305 St. Clair)
- A licensed day care center – Salvation Army Day Care (1125 North 13<sup>th</sup> Street)
- A park – Workers Water Street Park (North Water Street)
- A recreational trail – Rails to Trails Bike Path
- A playground – Sheboygan Leadership Academy (1305 St. Clair)
- A place of worship – Blessed Hope Baptist Church (1504 St. Clair)

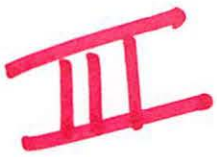
It meets all six criteria of the law. In addition, Theater for Young Audiences now has space in our building and has children of all ages coming and going during the day and in the evenings.

The Public Protection and Safety Committee should be mindful of the risks of granting a waiver and placing an offender at this address.

| |  
| |

Where students learn to be bright & choose to make a difference.

1305 St. Clair Avenue, Sheboygan, WI 53081  
920-208-5930 • Fax 920-208-5932 • education@leadership-academy.us • www.leadership-academy.us



Res. No. \_\_\_\_\_ - 15 - 16. By Alderperson Hammond. January 4, 2016.

A RESOLUTION revising the loan interest rate of the City of Sheboygan Leverage Loan Program from 3% above the Wall Street Journal prime rate to the current Wall Street Journal prime rate the day the loan is approved by the Finance Committee.

Whereas, on March 3, 2014, the Common Council approved the creation of the Leverage Loan Program Policies and Procedures to be used to aid in business expansion and attraction and to leverage other sources of capital.

WHEREAS, the program was created to provide funding to projects that increase tax base in 2-3 years, but not necessarily create new jobs.

WHEREAS, to date, no project has taken advantage of this funding due to the interest rate being 3% of the Wall Street Journal prime rate.

WHEREAS, it is felt if the interest rate is lowered to the prime rate, pending projects may take advantage of the program, thus creating new tax base for the City.

*Finance*

\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VII

R. C. No.           - 15 - 16. By LAW AND LICENSING. January 4, 2016.

At its meeting on December 29, 2015, your Committee voted to conditionally recommend that the Common Council not renew the Taxicab Driver License No. 0923 held by Devonte L. Thomas.

Mr. Thomas was afforded the opportunity to appear before the committee to contest the decision not to renew his license. A hearing to renew that decision was held on December 29, 2015.

At the time scheduled for the hearing, Mr. Thomas failed to appear before the committee or contest the decision.

After reviewing the facts, the committee found the following facts:

- 1. Devonte L. Thomas has violated statutory or municipal laws directly related to the licensed activity; to wit:

<u>Charge</u>	<u>Arrest/Conviction Date</u>
Obstructing	2011
Possession of THC	2014
Seat Belt	2015
Disorderly Conduct (misdemeanor)	pending

- 2. The most recent violation occurred since the prior license application was granted by the council.
- 3. These convictions show that Mr. Thomas is a regular and habitual law violator.
- 4. Mr. Thomas, despite being previously warned of the necessity of revealing all traffic and misdemeanor convictions in the past five years, and all felonies in the past ten years, failed to reveal the pending misdemeanor disorderly conduct from 2015, and has provided no valid reason to the committee for his failure to do so.
- 5. As a result of the above, the committee finds that renewing Mr. Thomas' license would not be in the interest of public safety.

reg.

Based on these findings of facts, your committee recommends that the Common Council uphold the decision to deny renewal of the Taxicab Driver License No. 0923 held by Devonte L. Thomas.

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

**I HEREBY CERTIFY** that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VI**

R. C. No. \_\_\_\_\_ - 15 - 16. By LAW AND LICENSING. January 4, 2016.

Your Committee to whom was referred R. O. No. 212-15-16 by the City Clerk, license applications for the period ending December 31, 2015 and June 30, 2017; recommends that Taxicab Driver's License #0923 be denied based on the "Facts and Findings" of the Law and Licensing Committee (copy attached).

*Reg.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Other Matters

9.1

R. O. No. 212 - 15 - 16. By CITY CLERK. November 16, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2017.

*Law & Lic.*  
*12/7/15 - grant all lic*  
*deny Waraich on another*  
*12/21/15 - hold Thomas.*  
*11/4/16 - deny Thomas.*

\_\_\_\_\_  
City Clerk

MESSAGE ESTABLISHMENT LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2871	Hands In Motion	1224 Weeden Creek Rd.
2586	In Balance Therapeutics, LLC	832 N. 6 <sup>th</sup> St.
1717	Sheboygan Memorial Medical	2629 N. 7 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9735	Cleveland, Samantha J.	2615 Superior Ave.
0956	Depies, Mitchell W.	2444 W. Mark Dr.
0950	Grande, Samantha C.	1027 St. Clair Ave.
0945	Gregorich, Cameron E.	4220 S. 11 <sup>th</sup> St.
7662	Hartman, Lisa M.	3306 Mueller Rd.
0946	Herrera, Michelle	1906 S. 12 <sup>th</sup> St., Apt. A
0944	Jamison, Andrea R.	2234 N. 20 <sup>th</sup> St.
0958	Jauregui, Heather D.	2332 Carmen Ave., #9E
0951	Johnson III, Derry G.	919 Lincoln Ave.
0955	Landon, Emily E.	216 E. Parkview Ln., Manitowoc
9968	Migherea, Olga	2416 N. 11 <sup>th</sup> St.
0953	Morton, Michael G.	1619 Division Ave.
7259	Schuttey, Joan L.	2406 Elm Ave.
9538	Stuefen, Ty A.	530 Park Ave.
6222	Sweet, Daniel E.	2407 N. 26 <sup>th</sup> St.
2218	Tauferner, Gary L.	3027 N. 21 <sup>st</sup> St.
0954	Wick, Katrina J.	1219A Geele Ave.
0948	Zitzer, Adam Ray	2332 Carmen Ave., #3F

10

11

TAXICAB DRIVER LICENSE (**NEW**) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0949	Houseye, Lisa M.	834 Swift Ave.
0952	Pineda, Berta	1812 S. 12 <sup>th</sup> St.

TAXICAB DRIVER LICENSE (**RENEW**) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9554	Champeau, Joseph P.	1821 S. 15 <sup>th</sup> St.
0211	Herren, Richard E.	2217 Sunflower Ave.
0506	Munro, Ian E.	1015 Elm St., Cleveland
0343	Olsen, Michael D.	1330 N. 12 <sup>th</sup> St., #2
0923	Thomas, Devonte L.	812 Pennsylvania Ave., #4
9846	Waraich, Celia M.	N6233 Woodland Rd.
0142	Waraich, Jesse Singh	N6233 Woodland Rd.

VII

R. C. No. \_\_\_\_\_ - 15 - 16. By LAW AND LICENSING. January 4, 2016.

At its meeting on December 29, 2015, your Committee voted to conditionally recommend that the Common Council not renew the Taxicab Driver License No. 0923 held by Devonte L. Thomas.

Mr. Thomas was afforded the opportunity to appear before the committee to contest the decision not to renew his license. A hearing to renew that decision was held on December 29, 2015.

At the time scheduled for the hearing, Mr. Thomas failed to appear before the committee or contest the decision.

After reviewing the facts, the committee found the following facts:

- 1. Devonte L. Thomas has violated statutory or municipal laws directly related to the licensed activity; to wit:

<u>Charge</u>	<u>Arrest/Conviction Date</u>
Obstructing	2011
Possession of THC	2014
Seat Belt	2015
Disorderly Conduct (misdemeanor)	pending

- 2. The most recent violation occurred since the prior license application was granted by the council.
- 3. These convictions show that Mr. Thomas is a regular and habitual law violator.
- 4. Mr. Thomas, despite being previously warned of the necessity of revealing all traffic and misdemeanor convictions in the past five years, and all felonies in the past ten years, failed to reveal the pending misdemeanor disorderly conduct from 2015, and has provided no valid reason to the committee for his failure to do so.
- 5. As a result of the above, the committee finds that renewing Mr. Thomas' license would not be in the interest of public safety.

reg.

Based on these findings of facts, your committee recommends that the Common Council uphold the decision to deny renewal of the Taxicab Driver License No. 0923 held by Devonte L. Thomas.

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

**I HEREBY CERTIFY** that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

~~VI~~

3.2

R. O. No. 230- 15 - 16. By CITY PLAN COMMISSION. December 21, 2015.

Your Commission to whom was referred Gen. Ord. No. 41-15-16 by Alderpersons VanderWeele and Draughon amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of parcel #624220, property located N. 17<sup>th</sup> Street, from Employment to Multi-Family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 15, 2015, and after due consideration, recommends approval of the General Ordinance.

Lies over  
to Open 4th

---

Director of Planning and Development

**X**

7.1

Gen. Ord. No. 41 - 15 - 16. By Alderpersons VanderWeele and Draughon.  
December 7, 2015.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of parcel #624220, property located along N. 17<sup>th</sup> Street, from Employment to Multi-Family Residential Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Employment to Multi-Family Residential Classification:

Property located along N. 17<sup>th</sup> Street (parcel# 624220):

SECTION 15 & 22, T. 15 N., R. 23 E.  
O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*City Plan*

Jodi VanderWeele

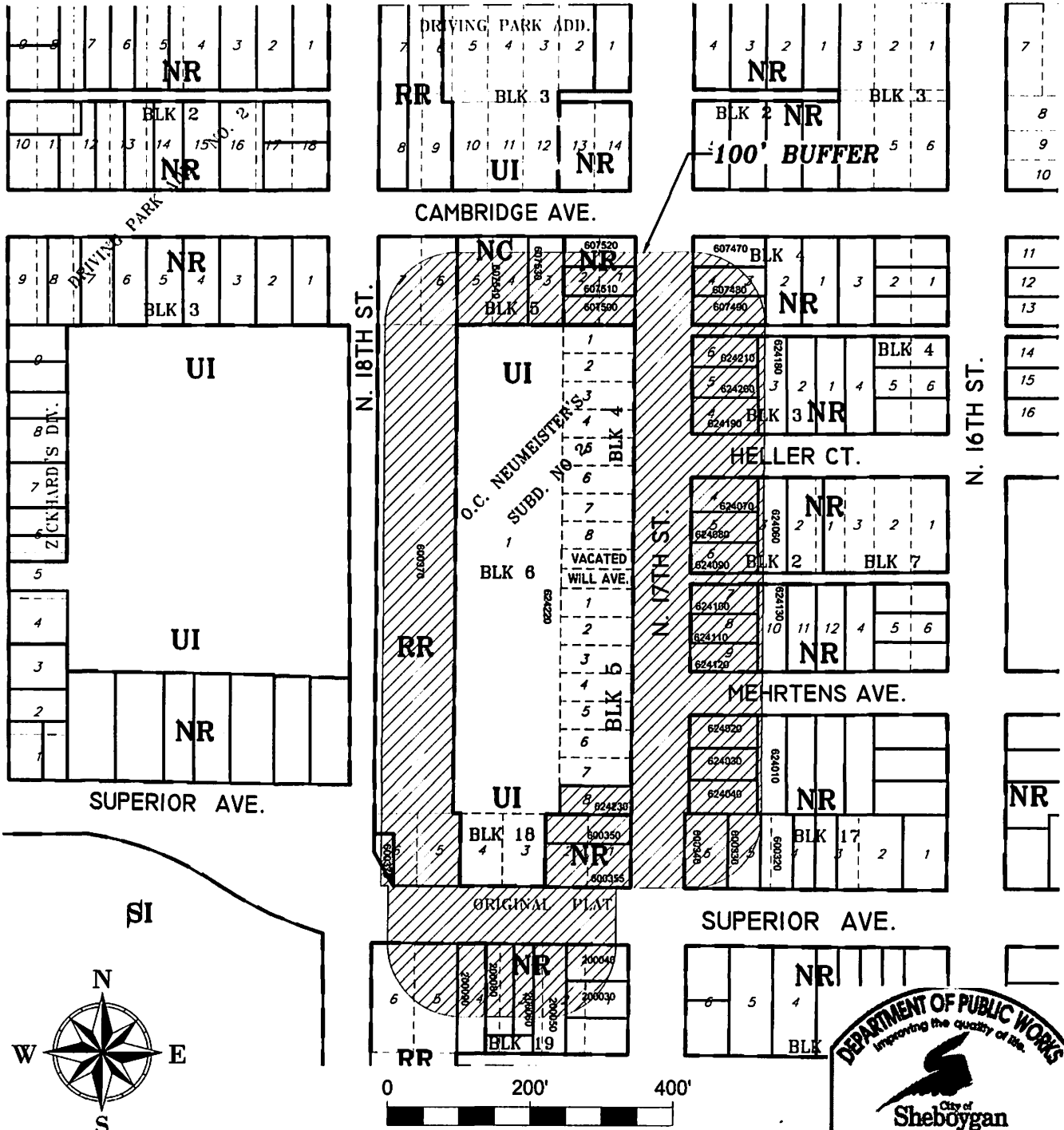
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM EMPLOYMENT TO MULTI-FAMILY RESIDENTIAL SECTION 15 & 22, T. 15 N., R. 23 E.

O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E., AND THE NW 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E., IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 176,310.03 SQ. FT. OR 4.05 ACRES.



11/20/15

Steve -

This is the schedule for N. 17<sup>th</sup> St.

- Notices in press for rezone & comp plan - Dec 18<sup>th</sup> & 25<sup>th</sup>
- Hearing for rezone & comp plan - Jan 4<sup>th</sup> Council
- Hearing & Gen. Ords with maps - Jan 4<sup>th</sup> Council

I think this works - review the Ord & let me know

Thanks -  
Sue

(Bring out both Ords to Plan Commission on Dec 15<sup>th</sup>)

1991

1991

1991  
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1991

1991

1991

1991

1991

V

holding

7.4

Gen. Ord. No. 40 - 15 - 16. By Alderpersons VanderWeele and Draughon.  
November 16, 2015.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1560 N. 17<sup>th</sup> St. from Class UI Urban Industrial to Class UR-12 Urban Residential Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class UI Urban Industrial to Class UR-12 Urban Residential Classification:

Property located at 1560 N. 17<sup>th</sup> St.:

SECTION 15 & 22, T. 15 N., R. 23 E.  
O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*City Plan*

*Mr. Planning*  
Jodi VanderWeele  
[Signature]

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 16 day of November, 20 15.

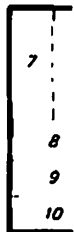
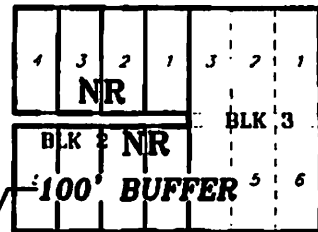
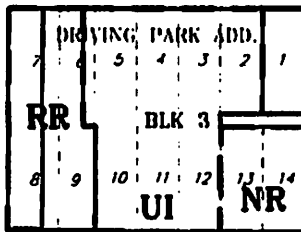
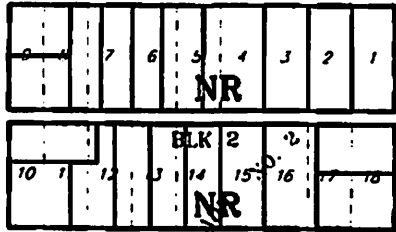
Dated 10/11/15 20 15. [Signature], City Clerk

Approved \_\_\_\_\_ 20 \_\_\_\_\_, Mayor

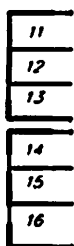
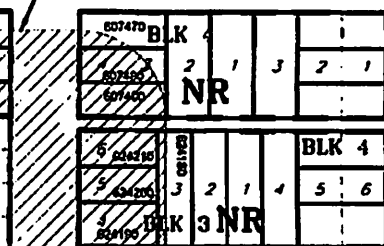
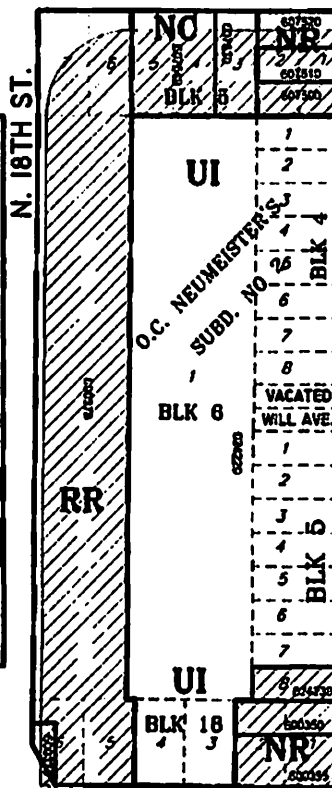
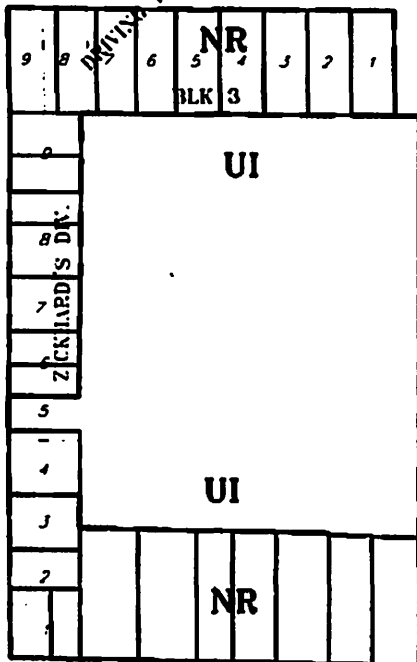
# PROPOSED ZONING CHANGE FROM UI TO UR SECTION 15 & 22, T. 15 N., R. 23 E.

O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E., AND THE NW 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E., IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN, SAID TRACT CONTAINS 176,310.03 SQ. FT. OR 4.05 ACRES.

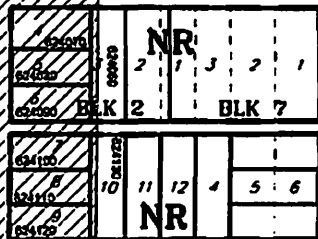
SAEMANN AVE.



CAMBRIDGE AVE.



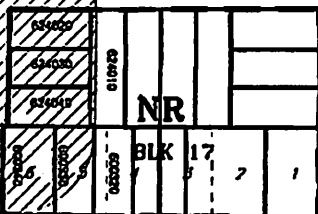
HELLER CT.



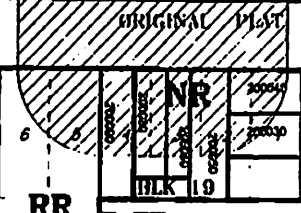
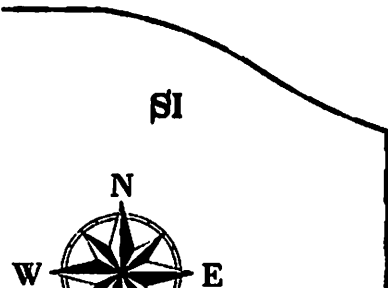
N. 16TH ST.



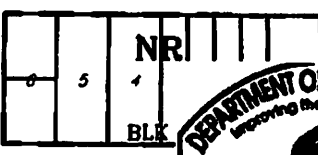
MEHRTENS AVE.



SUPERIOR AVE.



SUPERIOR AVE.





3.3

R. O. No. 231- 15 - 16. By CITY PLAN COMMISSION. December 21, 2015.

Your Commission to whom was referred Gen. Ord. No. 40-15-16 by Alderpersons VanderWeele and Draughon and R. O. 205-15-16 by the City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1560 N 17<sup>th</sup> St from Class UI Urban Industrial to Class UR-12 Urban Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 15, 2015, and after due consideration, recommends approval of the General Ordinance.

*Placed over  
to Jan 4th*

---

Director of Planning and Zoning



**X**

7.4

Gen. Ord. No. 40 - 15 - 16. By Alderpersons VanderWeele and Draughon.  
November 16, 2015.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1560 N. 17<sup>th</sup> St. from Class UI Urban Industrial to Class UR-12 Urban Residential Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class UI Urban Industrial to Class UR-12 Urban Residential Classification:

Property located at 1560 N. 17<sup>th</sup> St.:

SECTION 15 & 22, T. 15 N., R. 23 E.  
O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*City Plan*

*Jodi VanderWeele*  
\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 15.

Dated \_\_\_\_\_ 20\_\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_\_, \_\_\_\_\_, Mayor

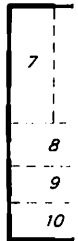
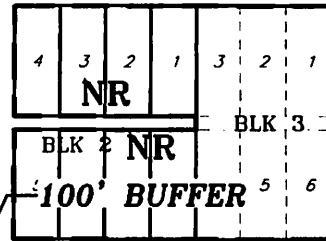
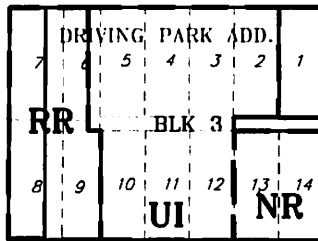
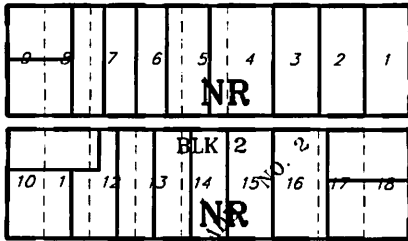
# PROPOSED ZONING CHANGE

## FROM UI TO UR

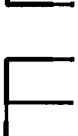
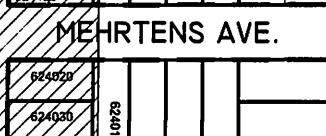
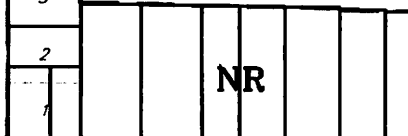
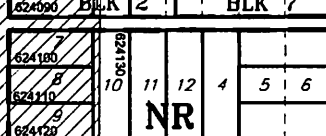
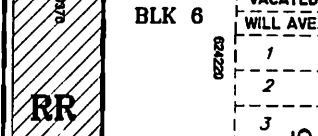
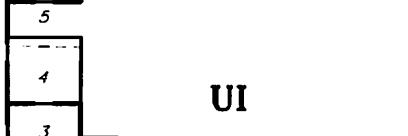
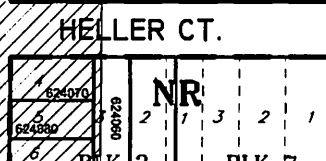
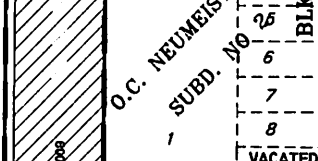
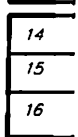
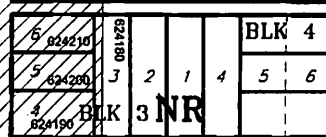
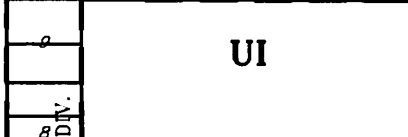
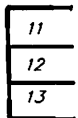
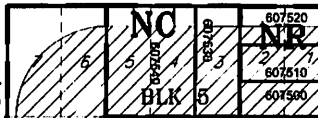
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SAEMANN AVE.



CAMBRIDGE AVE.



SUPERIOR AVE.

N. 18TH ST.

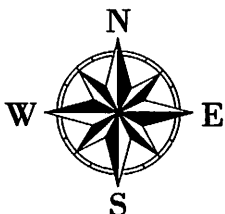
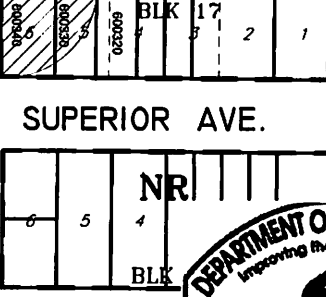
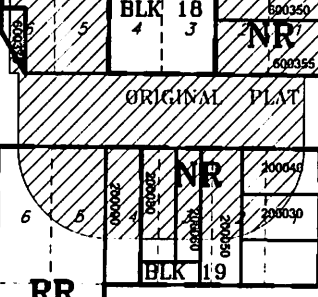
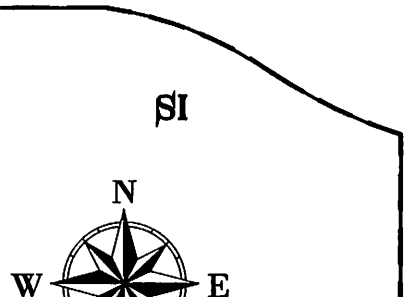
N. 17TH ST.

N. 16TH ST.

HELLER CT.

MEHRTENS AVE.

SUPERIOR AVE.



II

4.1

R. O. No. 205 - 15 - 16. By CITY CLERK. November 16, 2015.

Submitting an application for an amendment of the Official Zoning Map for the City of Sheboygan from Brinshore Development, LLC for property in the general vicinity of 1560 N. 17<sup>th</sup> St.

*City Plans*

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City Clerk

17-15411275

OFFICE USE ONLY	
APPLICATION NO.:	_____
RECEIPT NO.:	<u>151684</u>
FILING FEE:	\$200.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN  
APPLICATION FOR  
AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: Brinshore Development, LLC PHONE NO.: (224)927-5051  
666 Dundee Rd., Ste. 1102  
 ADDRESS: Northbrook, IL 60062 E-MAIL: michaelr@brinshore.com  
 OWNER OF SITE: American Orthodontics PHONE NO.: (920)457-5051

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: General vicinity of 1560 N. 17<sup>th</sup> Street

LEGAL DESCRIPTION: O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT. LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E., AND THE NW 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E., IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 176,310.03 SQ. FT. OR 4.05 ACRES.

PARCEL NO. 624220 MAP NO. 15 452 006

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Residential (UR-12)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: Vacant Land

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: Multi-Family Townhome Housing

### 3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

The proposed official zoning map amendment furthers the purposes of the zoning ordinance as outlined in Section 15.005 by promoting the health and general welfare of Sheboygan residents by changing the zoning of the parcel in question from Urban Industrial to Urban Residential. A rezoning to Urban Residential will allow the construction of decent, safe, and sanitary multi-family housing on a parcel formerly used for industrial purposes in a residential neighborhood. Thus, a rezoning will promote the health and general welfare of residents living in close proximity to the site by changing the use that may possibly allow hazardous uses to a use that allows the construction of decent, safe, and sanitary multi-family housing that is in character with the surrounding neighborhood.

The proposed rezoning is not located in or near flood plains or wetlands and the applicable rules of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency do not apply.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

Explain: The parcel in question was the site of the former American Orthodontics facility that has since been demolished and it is now a vacant site. The site is surrounded on three sides by residential uses that are zoned Neighborhood Residential (NR). One side – the west side - is a below-grade railroad right-of-way, and a small adjacent property on the north side of the site is zoned

Neighborhood Commercial (NC). The proposed parcel to be rezoned is clearly located within a residential neighborhood and a more appropriate use designation for the site would be change to a residential use thus maintaining the context with the rest of the neighborhood.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The parcel in question is surrounded on three sides by residential uses. A change in the use from Urban Industrial to Urban Residential would maintain a consistency of residential land use in the neighborhood. Regarding the intensity of the proposed land use, the proposed construction of multi-family townhomes will be slightly more intense compared to that of the rest of the neighborhood which is primarily single family homes. However, the parcel is on the western edge of the neighborhood and will not have a negative impact on the neighborhood as a whole.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The Future Land Use Plan within the City of Sheboygan Comprehensive Plan identifies the proposed map amendment parcel to be an "Employment" use. The same Future Land Use Plan identifies the adjacent and surrounding neighborhood as a "Neighborhood Preservation" use. On page 18 of the Comprehensive Plan, the summary for the Neighborhood Preservation category encourages "residential and redevelopment opportunities ensuring new development complements the character and scale of the existing homes". The proposed map amendment, if rezoned, will allow multi-family townhomes to be constructed and "will complement the existing residential character of the existing homes."

Under Chapter 4 of the Comprehensive Plan in the chapter entitled "Housing and Neighborhood Development" the chapter objectives include promotion of "neighborhood sensitive infill and redevelopment. Also, one of the recommendations under Chapter 4, page 65-66, is to diversify the City's housing stock by..."promoting infill development that will provide additional urban living and workforce housing opportunities...that may include...attached townhomes...throughout the downtown and adjacent neighborhoods." The proposed map amendment will allow the construction of sensitive infill and provide infill development and urban and work force housing opportunities.

**4. CERTIFICATE**

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

11-9-15  
\_\_\_\_\_  
DATE

Michael Roane, authorized representative of Brinshore Development, LLC  
\_\_\_\_\_  
PRINT ABOVE NAME

**APPLICATION SUBMITTAL REQUIREMENTS**

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

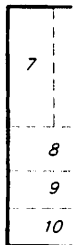
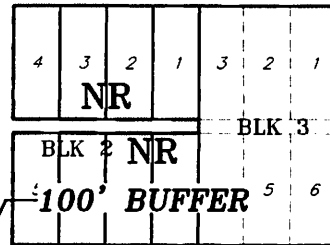
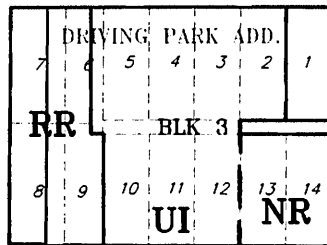
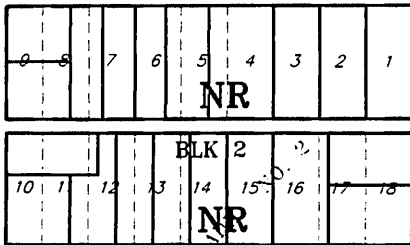
# PROPOSED ZONING CHANGE

## FROM UI TO UR

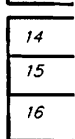
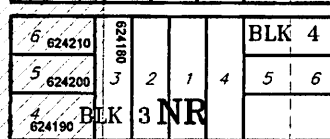
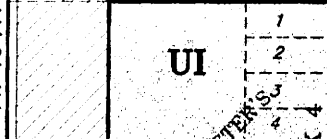
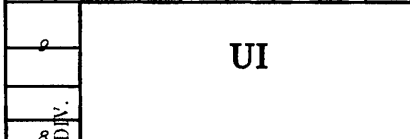
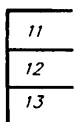
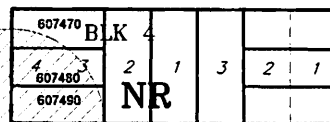
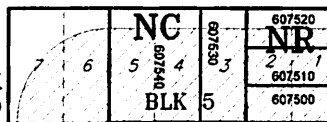
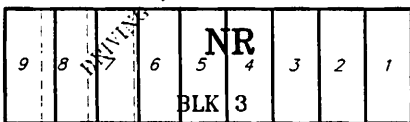
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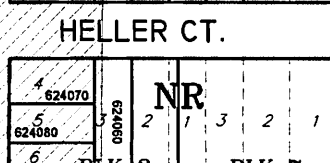
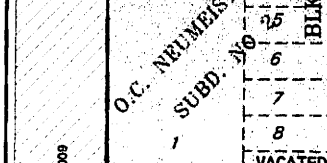
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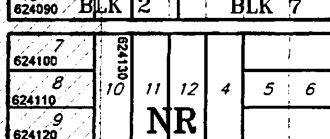
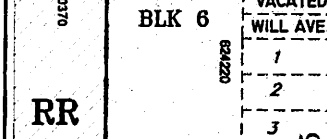
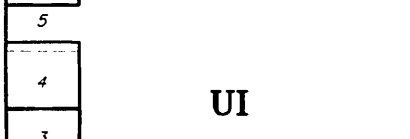
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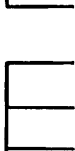
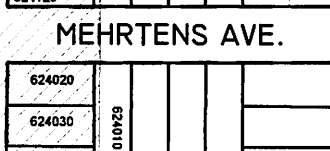
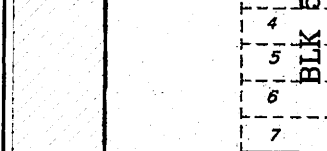
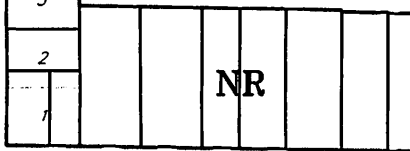
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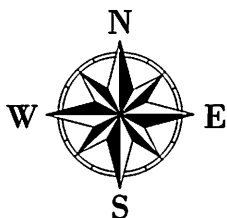
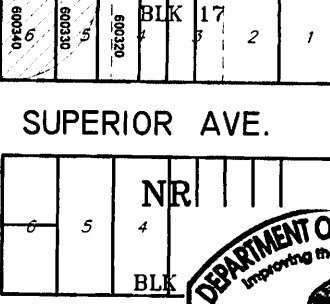
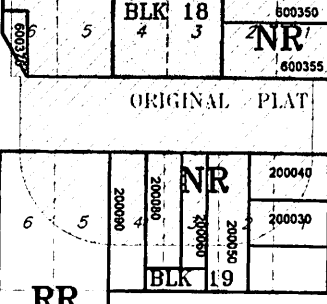
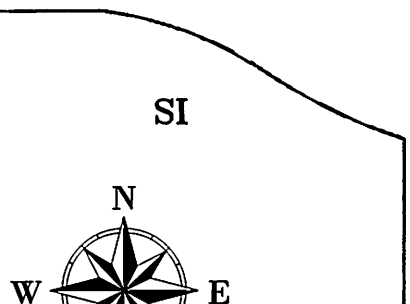


SUPERIOR AVE.



ORIGINAL PLAT

SUPERIOR AVE.





American Orthodontics  
3524 Washington Avenue  
Sheboygan, WI 53081

[www.americanortho.com](http://www.americanortho.com)

1 800 558 7687  
+1 920 457 5051 office  
+1 920 457 1485 fax

October 26, 2015

Chad Pelishek  
Director of Planning and Development  
City Hall  
828 Center Ave, Suite 104  
Sheboygan, WI 53081

RE: Rezoning of 1560 N. 17<sup>th</sup> Street Sheboygan, WI, parcel #624220.

Dear Mr. Pelishek,

I, Mark Cassidy, Vice President of Operations for American Orthodontics, am the authorized representative of American Orthodontics. American Orthodontics is the seller of the property located at 1560 N. 17<sup>th</sup> Street, Sheboygan, WI, parcel #624220.

I authorize Brinshore Development, LLC, as buyer, to submit a rezoning application to the City of Sheboygan for the property located on 1560 N. 17<sup>th</sup> Street, Parcel #624220. The rezoning application will change the zoning of the property from Urban Industrial (UI) to Urban Residential (UR-12).

This letter also serves as authorization for Brinshore Development, LLC to submit additional applications to the City of Sheboygan for land use procedures involved in their effort to construction multi-family housing on the property located on 1560 N. 17<sup>th</sup> Street, Parcel #624220.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Cassidy', written over a light blue horizontal line.

Mark Cassidy  
Vice President, Operations  
American Orthodontics

DATE: 10/27/15

# PROPOSED ZONING CHANGE

FROM UI TO UR

SECTION 15 & 22, T. 15 N., R. 23 E.

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CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 151684

License No: 0000

Date: 11/12/2015

Received By: SLS

Received From: BRINSHORE DEVELOPMENT, LLC

Memo: REZONING APPLICATION FOR VICINITY 1560 S 17TH ST

Method of Payment: \$200.00 Check No. 6928

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

II

Other Matters

8.1

R. O. No. \_\_\_\_\_ - 15 - 16. By CITY CLERK. January 4, 2016.

Submitting a communication from Jeff Radtke stating his upset with the clearing of the streets after the December 28<sup>th</sup> snow storm.

Pub. Wks.

---

City Clerk

三

January 4, 2016

To The Mayor and Common Council

The snow storm of December 28th, 2015 was a total disaster left on the streets of Sheboygan that exists to this day. Lack of planning on the part of the City has left many of us with ice packed roads that could have been cleaned up very easily had a "Snow Emergency" been used.

While I understand the overnight parking rules and the ease of keeping the roads clean overnight, sometimes you need to make better plans to make sure the job gets done. While the north and west sides of the street were plowed in the morning, the south and east sides of the streets were left a total mess. When 6:00 am rolled around and parking was allowed on both sides of the street there was no way to efficiently clear the streets until 2:00 the following morning, in the mean time many streets were left with ice covered roads. In my neighborhood I have not seen one salt truck come by to help melt down the bed of ice we were left to endure until warm enough weather sets in.

After 8.5 inches of wet and heavy snow and a plan to clear the east and south sides of the roads the next morning we have a recipe for disaster on the roads. I would like to see the Public Works Committee come up with a plan to address this issue so in the future we are not left with the mess we now have. The comments I read stated it snowed longer and we received more than was predicted. This to me is no excuse for poor planning by our streets department.

We need to deal in reality and react in a timely manner, after reading the comments of David Beibel the way I have it figured is it should take 2 or maybe 3 nights to clean up after a snow storm using the overnight plowing. Usually we see after a snow storm temperatures dropping to near sub zero which in this case thankfully did not happen, however this leads to more icing and makes it harder on the equipment to clean up.

It is time that the city puts a plan together to move into the proper operations for snow removal rather than count on a plan that was meant for a few inches of lighter snow. I shudder to think of what would have happened if we would have received the 12 inches others around us received. Would the city have been comfortable with the overnight plowing operation in that scenario as well?

Sincerely

A handwritten signature in black ink, appearing to read 'Jeff Radtke', with a long horizontal flourish extending to the right.

Jeff Radtke  
1443 South 19th Street  
Sheboygan, WI

II

Other Matters

8.2

R. O. No. \_\_\_\_\_ - 15 - 16. By CITY CLERK. January 4, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

*Law & Kin.*

\_\_\_\_\_  
City Clerk

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3164	Las Dos Hermanas	1125 Michigan Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0994	Baratta, Michael E.	1410 New Jersey Ave.
7637	Gerold, Matthew M.	1423A Michigan Ave.
8352	Gerold, Stacy S.	1423A Michigan Ave.
0993	Michel, Daniel J.	607A Huron Ave.
0997	Pierce, Lyle H.	716 Bluff Ave.
7074	Schepp, Jack B.	W1851 Playbird Rd.
0995	Schloss, Matthew M.	2226 N. 6 <sup>th</sup> St.
0857	Windorski, Trista J.	1138 High Ave.

TAXICAB DRIVER LICENSE **(NEW)** (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0109	Shaw, Troy Allen	1034 Weeden Creek Rd.

TAXICAB DRIVER LICENSE (**RENEW**) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0536	Hendrikse, Randall D.	3746 N. 14 <sup>th</sup> St.
3968	Ramey, Paulette J.	1232 Heermann Ct.
0607	Sharp, Tina Marie	1428 S. 9 <sup>th</sup> St.

III

Other Matters

8.3

Res. No. \_\_\_\_\_ - 15 - 16. By Alderperson Belanger .January 4, 2016.

A RESOLUTION authorizing the sale of City-owned property at 1222 Huron Avenue.

WHEREAS, the City was donated this property from Wells Fargo and renovated the property utilizing Community Development Block Grant funds;

WHEREAS, Alexander R. Mueller is interested in purchasing the property for \$73,000 minus seller contribution of \$2,000 for closing costs and closing to occur on or before February 26, 2016;

RESOLVED: That the Common Council authorizes the Mayor and City Clerk to act on behalf of the City and sign all appropriate documents related to the transfer of this residential property.

City *Plas*

\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON January 2, 2011 [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Alexander E. Mueller  
4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 1722 Union Ave  
5 \_\_\_\_\_ in the City  
6 of Sherborn, County of Sherborn Wisconsin (insert additional  
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: Seventy three thousand  
9 \_\_\_\_\_ Dollars (\$ 73,000).

10 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ 500  
11 will be mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or  
12 \_\_\_\_\_

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on  
15 the date of this Offer not excluded at lines 17-18, and the following additional items: None

16  
17 ■ NOT INCLUDED IN PURCHASE PRICE: None

18  
19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented  
20 and will continue to be owned by the lessor.**

21 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are  
22 included/excluded.**

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

25 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines  
26 running from acceptance provide adequate time for both binding acceptance and performance.**

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
28 or before January 5 2011. Seller may keep the Property on the  
29 market and accept secondary offers after binding acceptance of this Offer.

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

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS  
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
33 OR ARE LEFT BLANK.

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
37 named at line 38 or 39.

38 Seller's recipient for delivery (optional): Julie Kohn / Victorian Realty  
39 Buyer's recipient for delivery (optional): Caronda Jensen / Wynveen Realty

40  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
41 Seller: ( 920 ) 783-8290 Buyer: ( 920 ) 564-2602

42  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for  
44 delivery to the Party's delivery address at line 47 or 48.

45  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.  
47 Delivery address for Seller: 2119 Sauk Trail Rd Sherborn WI 53081

48 Delivery address for Buyer: 119 A Walnut St Sherborn Falls 53085

49  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): mj.kohn@yahoo.com  
54 E-Mail address for Buyer (optional): Assie@Dandream.com, armueller182@gmail.com

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

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in  
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,  
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or  
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are  
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in  
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,  
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether  
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused  
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,  
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.  
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances  
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect  
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the  
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership  
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose  
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,  
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related  
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to  
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than February 21st 2016  
117 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association  
120 assessments, fuel and none

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**  
122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

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

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

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

130

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

135  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
136 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  
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
142 (written) (oral) **[STRIKE ONE]** lease(s), if any, are none.

143 \_\_\_\_\_ . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (~~is not~~) **[STRIKE ONE]** exempt from Wisconsin Rental Weatherization  
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) **[STRIKE ONE]** ("Buyer" if neither is stricken) shall  
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for  
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to  
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been  
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,  
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The  
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the  
153 contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does  
154 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  
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission  
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's  
161 Real Estate Condition Report dated none, which was received by Buyer prior to Buyer  
162 signing this Offer and which is made a part of this Offer by reference **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and

163 \_\_\_\_\_  
164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1) Property is owned by the city of  
166 Sheboygan and buyer is aware there is no Condition Report.

167 \_\_\_\_\_  
168 2) Seller is aware that the buyer will occupy the property.

169 \_\_\_\_\_  
170 3) All dates and deadlines to begin After Common Council approval on 1/18/16,  
171 except earnest money.

172 \_\_\_\_\_

173 **DEFINITIONS CONTINUED FROM PAGE 2**

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
 175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
 176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
 177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
 178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
 179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
 180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
 181 closing, expire at midnight of that day.

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

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
 186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
 187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as  
 188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric  
 189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached  
 190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached  
 191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-  
 192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent  
 193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
 195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
 198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of  
 199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building  
 201 or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
 203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change  
 204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects  
 205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of  
 207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,  
 209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later  
 210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
 211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
 214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
 215 be held in trust for the sole purpose of restoring the Property.

216 IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

217  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
 218 FHA [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
 219 loan commitment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an  
 220 amount of not less than \$ 70,445 for a term of not less than 30 years, amortized over not less than  
 221 30 years. Initial monthly payments of principal and interest shall not exceed \$ 320.93 Monthly payments may  
 222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
 223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
 224 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed  
 225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and  
 226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

228  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 4.5 %.  
 229  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
 230 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
 231 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
 232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines  
 234 165-172 or 435-442 or in an addendum attached per line 434.

235 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
 236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
 237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
 238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to  
 239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan  
 240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
 241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
 242 unacceptability.**

243 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide  
 244 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN  
 245 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS  
 246 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

247 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this  
 248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
 249 commitment.

250 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
 251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
 252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
 253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
 254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing  
 255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
 256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party  
 258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,  
 259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering  
 260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing  
 261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands  
 262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an  
 263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
 265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
 266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
 267 purchase price. This contingency shall be deemed satisfied unless Buyer, within 30 days of acceptance, delivers  
 268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
 269 purchase price, accompanied by a written notice of termination.

270 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether  
 271 deadlines provide adequate time for performance.**

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as  
274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple  
275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
277 researching comparable sales, market conditions and listings, upon inquiry.

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

281 If **Buyer defaults**, Seller may:

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

285 If **Seller defaults**, Buyer may:

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

288 In addition, the Parties may seek any other remedies available in law or equity.

289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
290 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution  
291 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of  
292 law those disputes covered by the arbitration agreement.

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**  
294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**  
295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**  
296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**  
297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's  
305 property located at \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts  
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written  
307 waiver of the Closing of Buyer's Property Contingency and \_\_\_\_\_  
308

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**  
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within \_\_\_\_ hours of Buyer's Actual  
311 Receipt of said notice, this Offer shall be null and void.

312  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_ days after acceptance of this Offer. All  
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this  
320 Offer except: \_\_\_\_\_  
321

322 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or  
323 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  
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **TITLE EVIDENCE**

326  **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate  
331 Condition Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_  
332

333 \_\_\_\_\_  
334

335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

340  **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all  
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343  **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~(Buyer's)  
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after  
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348  **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to  
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,  
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
352 exceptions, as appropriate.

353  **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to  
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is  
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the  
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be  
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give  
359 merchantable title to Buyer.

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior  
361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by  
362 Buyer.

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

369 **EARNEST MONEY**

370 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or  
372 otherwise disbursed as provided in the Offer.

373 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**  
374 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**  
375 **disbursement agreement.**

376 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.  
378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest  
379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)  
383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to  
385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing  
394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

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

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



**ADDENDUM A TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated 11/21/16, made by Alexander R. Mueller  
2 (Buyer), with respect to the Property at 1222 Huron Ave Shubergan WI 53081  
3 **CAUTION: Buyer must include contingencies in this Offer for any additional tests or inspections Buyer wishes to conduct. Specific**  
4 **addenda are available for testing or evaluation of Wells, Well Water, Septic Systems, Lead-Based Paint, Wetlands and Lead/Arsenic**  
5 **Pesticides. Parties should consult with legal counsel with questions regarding testing or this Addendum.**  
6  **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer having a qualified third party perform a radon test at the  
7 Property in a manner consistent with applicable EPA and Wisconsin Department of Health Services (DHS) protocols and standards and furnish  
8 a current written report indicating the radon level is less than 4 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if  
9 neither is stricken) expense. This contingency shall be deemed satisfied unless Buyer, no later than \_\_\_\_\_ days (after acceptance) (prior  
10 to closing) **[STRIKE ONE]** ("prior to closing" if neither is stricken), delivers to Seller a written copy of the radon test results report indicating a  
11 radon level of 4.0 pCi/L or higher. Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure. See lines 62-71  
12 regarding the Right to Cure.  
13  **TESTING CONTINGENCY:** This Offer is contingent upon (Buyer obtaining)(Seller providing) **[STRIKE ONE]** ("Buyer obtaining" if neither is  
14 stricken) a current written report from a qualified independent expert documenting the results of the following test(s) conducted pursuant to  
15 applicable government or industry protocols and standards [indicate substances or compounds to be tested, e.g., asbestos (see  
16 <http://www2.epa.gov/asbestos/protect-your-family>), etc.]: \_\_\_\_\_, no later than \_\_\_\_\_ days (after  
17 acceptance)(prior to closing) **[STRIKE ONE]** ("prior to closing" if neither is stricken), at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is  
18 stricken) expense. Specify any protocols, testing contractors, labs, standards/levels constituting a Defect, financial limits, acceptable repair  
19 methodology, etc.: \_\_\_\_\_  
20 Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure. See lines 62-71 regarding the Right to Cure.  
21  **CLOSING:** The Parties agree that the closing shall be held at (the place selected by Buyer's lender) (~~the place selected by Buyer~~)  
22 ( \_\_\_\_\_ ) **[STRIKE AND COMPLETE AS APPLICABLE]**  
23  **ASSOCIATION FEE:** Buyer acknowledges the (monthly)(quarterly)(annual) **[STRIKE TWO]** association fee of \$ \_\_\_\_\_  
24  **HOME WARRANTY PLAN:** Buyer has been informed of the availability of a limited home warranty plan. A limited home warranty plan for  
25 a term of one year shall be included, effective on the date of closing, provided the Property qualifies for the plan. The cost of the home warranty  
26 shall not exceed \$ \_\_\_\_\_ and will be paid by (Seller)(Buyer) **[STRIKE ONE]** ("Seller" if neither is stricken) at closing. The warranty plan  
27 will be provided by the (listing)(cooperating) **[STRIKE ONE]** ("listing" if neither is stricken) broker. Buyer is advised that a home inspection may  
28 detect pre-existing conditions which may not be covered under the warranty.  
29  **FLOOD INSURANCE PREMIUMS CONTINGENCY (also see lines 118-123):** This Offer is contingent upon Buyer obtaining, an  
30 insurance binder, certificate of insurance or other insurance company documentation or correspondence showing (that Buyer's annual premium  
31 for flood insurance for Buyer's initial year of ownership after closing shall not exceed \$ \_\_\_\_\_)(that Buyer's annual premium will not  
32 exceed \$ \_\_\_\_\_ after \_\_\_\_\_ years)(that the actuarial annual premium cost is computed to be no more than \$ \_\_\_\_\_ )  
33 **[STRIKE AND COMPLETE AS APPLICABLE]**. This contingency shall be deemed satisfied unless Buyer, no later than \_\_\_\_\_ days (after  
34 acceptance)(prior to closing) **[STRIKE ONE]** ("prior to closing" if neither is stricken), delivers to Seller written notice indicating that this contingency  
35 has not been satisfied and documentation of the flood insurance premiums available to Buyer. If this contingency is not satisfied, Buyer may  
36 terminate this Offer by delivering written notice of termination to Seller.  
37  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller providing" if neither is  
38 stricken) a (survey map)(ALTA/ACSM Land Title Survey) ( \_\_\_\_\_ ) **[STRIKE AND COMPLETE AS APPLICABLE]** of the  
39 Property, dated after the date of acceptance of this Offer and prepared by a Wisconsin licensed land surveyor, within \_\_\_\_\_ days of  
40 acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken) expense. The map shall identify the legal description of the  
41 Property, Property boundaries and boundary line dimensions, visible encroachments, location of any improvements, a minimum of \_\_\_\_\_  
42 acres, a maximum of \_\_\_\_\_ acres and: \_\_\_\_\_  
43 **[STRIKE AND COMPLETE AS APPLICABLE]** (Additional specifications/features may include, but are not limited to: staking Property corners,  
44 streets, length of street or water frontage, legal access, total acreage or square footage, utility installations, easements or rights-of-way.  
45 **CAUTION: Consider cost and need for map features, and time required to obtain map.)** This contingency shall be deemed satisfied unless  
46 Buyer, within 5 days of the earlier of Buyer's Actual Receipt of the map or the deadline for delivery of said map, delivers to Seller a copy of the  
47 map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations or (3)  
48 failure to meet requirements stated in this contingency. Upon delivery of Buyer's notice, this offer shall be null and void. This Offer shall be null  
49 and void if Buyer delivers written notice to Seller, within 5 days of the deadline on lines 39-40, stating Seller failed to timely deliver the map (if  
50 Seller was responsible to provide the map).  
51  **FEDERAL VA MORTGAGE:** (Buyer)(Seller) **[STRIKE ONE]** ("Seller" if neither is stricken) agrees to pay the entire funding fee not to  
52 exceed \_\_\_\_\_ % (0% if not filled in) of the mortgage amount. Note: Funding fee may not be divided between the parties. Buyer agrees to  
53 pay all other costs of securing financing.  
54  **SELLER'S CONTRIBUTION:** Seller shall give Buyer a loan cost credit at closing in the amount of \$ 2000 or \_\_\_\_\_ % of the  
55 purchase price to assist Buyer in paying loan closing costs such as points, prepayables and escrows. Buyer's loan costs shall include  
56 \_\_\_\_\_ and exclude \_\_\_\_\_ **[STRIKE AND COMPLETE AS APPLICABLE]**  
57  **NUMBER OF DAYS:** The default number of days is 21 if nothing is entered on blank lines requiring entry of a number of days.  
58  **READING/UNDERSTANDING:** By initialing and dating this Addendum, each Party acknowledges they have received and carefully read all  
59 pages of this Addendum. Initialing does not signify acceptance or agreement with the terms of this Addendum.

60 (X) AM \_\_\_\_\_ (Date) (X) \_\_\_\_\_ (Date)  
61 (Buyer(s)' Initials) ▲ (Date) ▲ (Seller(s)' Initials) ▲ (Date) ▲

62 ■ **CONTINGENCY SATISFACTION/RIGHT TO CURE (radon or testing contingency):** The contingency shall be deemed satisfied  
63 unless Buyer, within 5 days of the earlier of: 1) Buyer's Actual Receipt of the applicable testing report(s) or 2) the deadline for delivery  
64 of said report(s), delivers to Seller a copy of the written report(s) and written notice stating why the report(s) do(es) not satisfy the  
65 contingency standard. If Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a written notice of Seller's  
66 election to cure within 10 days of receipt of Buyer's notice; and (2) by curing the defects in a good and workmanlike manner that  
67 satisfies the standard set forth in the selected contingency and by giving Buyer a report of the work done prior to closing. This Offer  
68 shall be null and void if Buyer timely delivers the above written notice(s) and report(s) to Seller and (1) Seller does not have the right  
69 to cure; or (2) Seller has a right to cure but: a) Seller delivers written notice that Seller will not cure or b) Seller does not timely deliver  
70 the notice of election to cure. This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the delivery deadline,  
71 stating Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the report(s)].

72 ■ **INSPECTIONS, TESTS AND OPINIONS:** It is recommended that Buyer have the Property and specific Property  
73 components of concern inspected by a Wisconsin registered home inspector or qualified independent inspectors/experts.  
74 Real estate agents in this transaction may furnish a list of qualified, independent inspectors and testers. Unless provided in writing,  
75 no representation has been made as to the competency of these inspectors/testers. The Party responsible for obtaining an inspection  
76 or test shall be solely responsible for determining the qualifications of the inspector and tester. If a broker orders any inspection or  
77 test on behalf of a Party in this transaction, the Parties agree to hold the broker harmless for any damages or liability resulting from  
78 the inspection or test, other than that caused by the broker's negligence or intentional wrongdoing.

79 ■ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:** Buyer acknowledges that it is Buyer's  
80 responsibility to confirm that the Property is in a condition that Buyer finds acceptable and accordingly has conducted such tests,  
81 inspections, evaluations and independent inquiries as Buyer deems necessary. Buyer has relied upon Buyer's independent Property  
82 inspection and tests; the statements, disclosures and representations contained in this Offer; Seller's property condition report (if  
83 any); and any other written statements provided to Buyer. Buyer acknowledges that neither Seller nor any real estate agents have  
84 made any representations concerning the Property or the transaction other than those provided in writing. Buyer has not requested  
85 verification of accuracy of any Seller or third party statements, disclosures or representations unless specifically stated in this Offer.

86 ■ **HAZARDOUS SUBSTANCES:** The parties are aware that news media and other public information sources indicate that  
87 asbestos, lead-based paint, lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic substances and  
88 chemicals within a structure or in soils or water supplies can cause serious health hazards. Past flooding, water intrusion, leaking or  
89 excessive dampness may result in mold growth that may present health risks. Synthetic stucco and wood composite exterior house  
90 siding have been associated with moisture and mold related problems. Seller represents that, to the best of Seller's knowledge, the  
91 Property does not contain asbestos, lead-based paint, excessive moisture or water intrusions, abnormal or unsafe concentrations of  
92 mold, radon gas, lead, radium or other toxic or harmful substances or chemicals, and that there has been no past flooding, water  
93 intrusion, leaking or excessive moisture in the Property. See the caution at lines 3-5 and the testing contingencies in this Addendum.

94 ■ **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** Seller has no knowledge of any petroleum product  
95 contamination on the Property. If there is an abandoned underground storage tank (UST) or basement or aboveground storage tank  
96 (AST) on the Property, Seller shall, at least 5 days prior to closing, deliver to Buyer written confirmation that the tank and related  
97 components have been closed in full conformance with current federal, state and local regulations. Seller's written confirmation shall  
98 include a copy of any applicable contractor's report and any required Department of Agriculture, Trade and Consumer Protection  
99 (DATCP) registration. Seller shall provide Buyer at least 5 days prior to closing with documentation confirming that any in-use UST,  
100 AST or basement tank meets all current state and federal operating standards. Buyer shall notify DATCP of the change of ownership  
101 of an in-use UST within 15 business days of closing. Visit [http://datcp.wi.gov/Consumer/Hazardous Materials Storage Tanks/](http://datcp.wi.gov/Consumer/Hazardous_Materials_Storage_Tanks/).

102 ■ **MUNICIPAL REPORT/CODE COMPLIANCE:** Seller agrees to provide Buyer with written verification of paid real estate taxes,  
103 current or planned special assessments and any unpaid municipal charges affecting the Property, if such a statement is available  
104 from the municipality. A Certificate of Code Compliance, Occupancy Permit or similar government documentation also may be  
105 required. These statements shall be provided by Seller at or before closing at Seller's expense, unless otherwise provided in writing.

106 ■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:** Municipal  
107 zoning and building restrictions may affect use of the Property, and comprehensive plans may affect future use or value of the  
108 Property by influencing future development in the municipality. Buyer is informed that some buildings are considered legal non-  
109 conforming structures because they no longer conform to current dimensional zoning standards due to zoning standards and  
110 ordinances enacted after the building was constructed. Buyer's ability to remodel, repair, replace or enlarge an existing non-  
111 conforming structure may be regulated by the municipality. Buyer is encouraged to contact the appropriate municipal authorities  
112 regarding zoning and building restrictions and comprehensive plans if these issues are material to Buyer's decision to purchase.

113 ■ **INSURANCE ISSUES:** Seller agrees to allow representatives of Buyer's insurance company reasonable access to the Property  
114 upon advance notice for inspections relating to Buyer's homeowner's insurance application. The Parties are advised to contact their  
115 insurance agents with questions regarding insurability and costs.

116 ■ **FLOOD PLAINS/WETLANDS/SHORELAND:** Buyer acknowledges that it is recommended that Buyer seek professional  
117 assistance in interpreting any flood plain, wetlands and shoreland maps.

118 ■ **FLOOD INSURANCE:** Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with the purchase of  
119 the Property. The National Flood Insurance Program (NFIP) (<https://www.floodsmart.gov/floodsmart/>) provides for the availability of  
120 flood insurance and establishes flood insurance premiums based on the risk of flooding. Recent changes to federal law may result in  
121 flood insurance premiums that are likely higher, and in the future may be substantially higher, than premiums paid by Seller. Buyer  
122 should consult with one or more flood insurance carriers regarding flood insurance coverage, current and future premiums, and  
123 whether Buyer may assume Seller's policy. Buyer may wish to contact NFIP for information about flood insurance for this Property.

124 ■ **FEDERAL VA AND FHA MORTGAGE:** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also  
125 contingent upon the Parties executing an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate  
126 the Offer if the Property fails to appraise for the purchase price.

127 ■ **MUNICIPALITY DISCREPANCY:** Buyer acknowledges that while the Property mailing address may be within one municipality, the  
128 Property may be physically located in an adjoining municipality that will determine the applicable property taxes and school district.

**OFFER ADDENDUM S - LEAD BASED PAINT  
DISCLOSURES AND ACKNOWLEDGMENTS**

1 ■ **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a  
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from  
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in  
4 young children may produce permanent neurological damage, including learning disabilities, reduced  
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular  
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the  
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the  
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or  
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at 1722 Huron Ave Sheboygan WI  
11 \_\_\_\_\_, Wisconsin.

12 ■ **SELLER DISCLOSURE AND CERTIFICATION.** Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or  
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: \_\_\_\_\_

15  
16 *(Explain the information known to Seller, including any additional information available about the basis for the determination  
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")*

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all  
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20  
21 \_\_\_\_\_ *(Identify the LBP record(s) and report(s) (e.g. LBP abatements,  
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")*

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their  
24 knowledge, that the information provided by them is true and accurate.

25 (X) \_\_\_\_\_  
26 (ALL Sellers' signatures) ▲ Print Names Here ► \_\_\_\_\_ (Date) ▲

**Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**

28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,  
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)  
30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated  
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this  
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) **Provide LBP Pamphlet to Buyer.** The Seller shall provide the Buyer with an EPA-approved lead hazard information  
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA  
35 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) **Disclosure of Known LBP to Buyer.** The Seller shall disclose to the Buyer the presence of any known lead-based  
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional  
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the  
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based  
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) **Disclosure of Known LBP & LBP Records to Agent.** The Seller shall disclose to each agent the presence of any  
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available  
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any  
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis  
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or  
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) **Provision of Available LBP Records & Reports to Buyer.** The Seller shall provide the Buyer with any records or reports  
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.  
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports  
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or  
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) **Disclosure Prior to Acceptance of Offer.** If any of the disclosure activities identified in lines 30-51 occurs after the Buyer  
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting  
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target  
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,  
57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified  
60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead  
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,  
62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to  
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on  
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known  
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to  
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of  
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the  
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information  
70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination  
71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint  
72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller  
74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no  
75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt  
77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:  
79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,  
81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under  
82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure  
83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes  
84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)  
86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as  
90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance  
91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (**referred  
93 to in the singular whether one or more**).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision  
95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square  
97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated  
99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces  
100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,  
102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate  
104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)  
105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;  
106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)  
107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in  
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (**referred to in the singular  
110 whether one or more**).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless  
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 ■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby  
115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -  
116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their  
118 knowledge, that the information provided by them is true and accurate.

119 (X) \_\_\_\_\_ (Date) ▲  
120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶

121 (X) Cassandra Jensen \_\_\_\_\_ 1/2/16  
122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Wynnen + Associates Realty Co. (Date) ▲

123 ■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is  
124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties  
125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of  
126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity  
127 to conduct the risk assessment or inspection by so indicating in writing.

128 ■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is  
130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

131  **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead  
132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses  
133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency  
134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within  
135 \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice  
136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report  
137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to  
139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's  
140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days  
141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that  
142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and  
143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will  
144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the  
145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,  
146 in conformance with the requirements of all applicable law.

147  Buyer elects the LBP contingency Buyer has attached to this Addendum S.

148  Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's  
150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received  
151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment  
152 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

153 (3) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their  
154 knowledge, that the information provided by them is true and accurate.

155 (X) Alex Mueller \_\_\_\_\_ 1/2/16  
156 (ALL Buyers' signatures)▲ Print Names Here ▶ (Date) ▲  
157

**ADDENDUM TR TO THE OFFER TO PURCHASE - TIMELINES AND CLOSING**

Addendum TR may be used with any Offers to Purchase or other contracts for the acquisition of property where the buyer is a consumer seeking a consumer credit loan primarily for personal, family, or household purposes and the loan is secured by real property. This may include, without limitation, the WB-11 Residential Offer to Purchase, the WB-13 Vacant Land Offer to Purchase (depending upon the purpose of the purchase), the WB-14 Residential Condominium Offer to Purchase, the WB-26 Timeshare Contract (Sale by Developer) or the WB-27 Time Share Contract (Resale by Non-Developer).

1 This Addendum is made part of the Offer to Purchase/Contract dated January 2, 2016, made by \_\_\_\_\_  
2 Alexander R. Mueller (Buyer), with respect to the Property at  
3 1222 Huron Ave. Sheboygan WI 53081

4 **OPTIONAL PROVISIONS** Terms preceded by an open box (  ) are part of this addendum only if marked, such as  
5 with an "x." They are not part of this Addendum if marked "n/a" or are left blank.

6  **CLOSING DATE EXTENSION:** If closing cannot occur by the closing date specified in the Offer/Contract due to  
7 any government lender regulations or disclosure requirements, including those based on the Truth in Lending Act/Real  
8 Estate Settlement Procedures Act Integrated Disclosure (TRID) rules, Buyer shall deliver written notice to Seller and the  
9 date of closing shall be extended for the period necessary to satisfy those requirements, not to exceed  
10 14 business days ("7" if left blank).

11  **ADDITIONAL CLOSING DATE EXTENSION:** If the funding Buyer will use to purchase the Property is coming from  
12 the sale of another property owned by Buyer, and if that funding is not available to Buyer on the closing date because  
13 the closing date in that transaction has been extended due to government lender regulations or disclosure  
14 requirements, including those based on the TRID rules, Buyer shall deliver written notice to Seller and the date of  
15 closing shall be extended for the period necessary to accommodate the closing of the other transaction, not to exceed  
16 \_\_\_\_\_ business days ("7" if left blank).

17  **BUYER'S FINANCING PRE-APPROVAL:** Within seven (7) days of acceptance of this Offer/Contract, Buyer shall  
18 deliver to Seller a written financing pre-approval from a financial institution or mortgage broker based on criteria such as  
19 satisfactory credit history, employment verification, accepted offer terms and Buyer income and debt ratios. If Buyer  
20 does not make timely delivery of said pre-approval, Seller may terminate this Offer/Contract if Seller delivers a written  
21 notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written financing pre-approval, but in  
22 no event later than 15 days after acceptance.

23 **NOTE: Pre-approval is not considered a loan commitment.**

24 **CONTACT INFORMATION FOR CLOSING DISCLOSURE:** To facilitate lender preparation of the Closing Disclosure,  
25 please provide the following broker contact information that is required on that form:

CONTACT INFORMATION	Real Estate Broker for Buyer	Real Estate Broker for Seller
Name of Broker/Company	<u>Dan Wynveen Wynveen &amp; Associates Realty Co.</u>	<u>Victorian Realty</u>
Company Address	<u>931 Center Ave Oostburg WI 53070</u>	<u>2119 Sauk Trail Rd Sheboygan WI 53081</u>
Broker/Company License No.	<u>45205-90</u>	<u>45173-90</u>
Contact/Name of Agent	<u>Cassandra Jensen</u>	<u>Julie Kath</u>
Agent's License No.	<u>74474-94</u>	<u>45173-90</u>
Email Address	<u>Cassie@Dansteam.com</u>	<u>msjkath@yahoo.com</u>
Telephone Number	<u>920-918-1700</u>	<u>920-980-7445</u>

26 ■ **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges they have received and  
27 carefully read this Addendum. (Initialing below does not signify acceptance or agreement with the terms of this  
28 Addendum.)

29 **CONFLICTING PROVISIONS:** Should any provision of this Addendum be in conflict with any provision of the Offer to  
30 Purchase/Contract or any other addenda to this Offer /Contract, the provisions of this Addendum shall prevail.

31 BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS THAT MAY NOT BE  
32 APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE PROVISIONS OF THIS  
33 ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY SUFFICIENT FOR ANY SPECIFIC TRANSACTION.  
34 BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE  
35 PROVISIONS OF THE OFFER/CONTRACT AND THIS ADDENDUM.

36 (X) DM 1/2/16 (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_  
Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

37 **OTHER DRAFTING CONSIDERATIONS**

- 38 1. Add an additional 15 days to the transaction timeline.
- 39 2. Avoid extending or setting deadlines for provisions or contingencies less than 10 days before closing and  
40 finalize all details well in advance of closing
- 41 3. Allow ample time for any Financing Contingency or Appraisal Contingency.
- 42 4. Include other walk-throughs earlier in the process to confirm completion of repairs and resolve any  
43 discrepancies. Save the final walk through to view the property for the sole purpose of ensuring it has not been  
44 damaged since the day of the offer.

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

**BROKER DISCLOSURE TO CUSTOMERS**

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

2 **BROKER DISCLOSURE TO CUSTOMERS**

3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker  
4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide  
5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker owes you, the customer, the  
6 following duties:

- 7 ■ The duty to provide brokerage services to you fairly and honestly.
- 8 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 9 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless  
10 disclosure of the information is prohibited by law.
- 11 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is  
12 prohibited by law (See Lines 55-63).
- 13 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the  
14 confidential information of other parties (See Lines 22-39).
- 15 ■ The duty to safeguard trust funds and other property the broker holds.
- 16 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and  
17 disadvantages of the proposals.

18 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you  
19 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

20 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of  
21 a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

22 **CONFIDENTIALITY NOTICE TO CUSTOMERS**

23 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION  
24 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,  
25 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR  
26 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER  
27 PROVIDING BROKERAGE SERVICES TO YOU.

28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (SEE LINES 55-63).
- 30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION  
31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST  
33 THAT INFORMATION BELOW (SEE LINES 35-36). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER  
34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

35 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
36 \_\_\_\_\_

37 **NON-CONFIDENTIAL INFORMATION** (The following information may be disclosed by Broker): \_\_\_\_\_  
38 \_\_\_\_\_

39 (INSERT INFORMATION YOU AUTHORIZE THE BROKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)

40 **CONSENT TO TELEPHONE SOLICITATION**

41 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may  
42 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we  
43 withdraw this consent in writing.

44 List Home/Cell Numbers: 910 287-5375

45 **SEX OFFENDER REGISTRY**

46 Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the  
47 Wisconsin Department of Corrections on the Internet at: <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

48 BY SIGNING AND DATING BELOW I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND  
49 THAT Cassandra Jensen and Wynveen & Associates Realty Co. are working  
50 Sales Associate ▲ Firm Name ▲

51 as: (Owner's/Listing Broker's Agent) (~~Buyer's/Tenant's Agent or Buyer's Broker's Agent~~) **STRIKE ONE** .

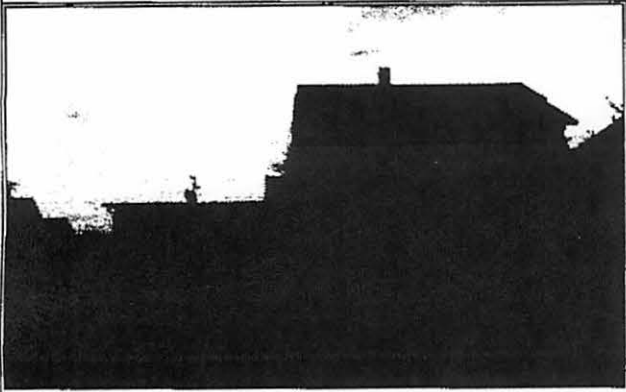
52 **SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE ANY LEGAL OBLIGATIONS TO BROKER.**

53 [Signature] 1/2/16  
54 Signature ▲ Date ▲ Signature ▲ Date ▲

**55 DEFINITION OF MATERIAL ADVERSE FACTS**

56 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that  
57 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect  
58 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision  
59 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence  
60 that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce  
61 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information  
62 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or  
63 agreement made concerning the transaction.

**Address:** 1222 Huron Avenue Sheboygan, Wisconsin 53081-3348 **Taxed by:** Sheboygan **MLS #:** 1451429



**Property Type:** Single-Family  
**Status:** Active  
**Tax Key:** 59281700470  
**County:** Sheboygan  
**List Price:** \$79,900  
**Taxes:** \$2,045.11  
**Tax Year:** 2014  
**Est. Acreage:** 0.1

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**Bedrooms:** 5  
**Total Full/Half Baths:** 2 / 0  
**F/H Baths Main:** 1 / 0  
**F/H Baths Upper:** 1 / 0  
**F/H Baths Lower:** 0 / 0  
**Garage Spaces:** 2  
**Garage Type:** Attached  
**Rooms:** 8  
**Est. Total Sq. Ft.:** 2,025  
**Est. Year Built:** 1926  
**Lot Description:** 90 x 50  
**Zoning:** Residential

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**Flood Plain:** No  
**Conforming Use:** Yes  
**Occ. Permit Required:** N  
**Days On Market:** 46

**Directions:** Between Superior and Michigan Avenue.  
**Coordinates:** 407N 121E

School District: Sheboygan Area	Name	Dim	L	C	W	Name	Dim	L	C	W
	Master Bedroom	13 x 12	M	Yes		Kitchen	10 x 10	M		
	Bedroom 2	11 x 10	M			Living/Great Room	15 x 11	M	Yes	
	Bedroom 3	19 x 13	U	Yes		Other Room	12 x 11	U	Yes	
	Bedroom 4	13 x 10	U	Yes						
	Bedroom 5	13 x 13	U	Yes						

**Type:** Single Family  
**Style:** 2 Story  
**Architecture:** Colonial  
**Garage/Parking:** Parking Space; Electric Door Opener; Driveway Entrance; Paved Driveway  
**Outbuildings:** None  
**Exterior:** Vinyl  
**Roofing:** Composition  
**Basement:** Full; Brick  
**Heating/Cooling:** Natural Gas  
**H/C Type:** Forced Air  
**Bath Description:** Shower Over Tub; Vanity

**Financing Available:** Other  
**Documents:** LeadPaint Disclosure; Listing Contract  
**Appliances Incl.:** None  
**Misc. Exterior:** Sidewalk; Deck; Fenced Yard; Near Public Transit  
**Misc. Interior:** 220 Volts; Circuit Breakers; Smoke Detector; Cable TV Available; Elec. Appl. Hook-up  
**Water/Waste:** Municipal Water; Municipal Sewer  
**Tax Includes:** Trash Collection  
**Municipality:** City  
**Other Rooms:** Living Room  
**Occupancy:** Immediate

**Remarks:** Exceptional 5 Bedroom Dutch Colonial With A 2 Car Attached Garage. 2 Bedrooms On The Main Floor With A Full Bath, 3 Bedrooms On The Upper, With A Den And Full Bath. Move-In Ready With Newer Windows, Roof, Siding, Doors, Freshly Painted, New Floor Coverings. The Present Owner Did An Awesome Remodel. The Yard Is Fenced And Close To Everything. Don't Let This One Get Away!  
**Private Remarks:** This Is City of Sheboygan Owned Property. No Condition Report, Seller Does Not Pay Gap Insurance. Accepted Offer Is Subject To Common Council Approval.  
**Showing Information:** Easy To Show. Call or Text Listing Agent.

**Sub Agent Comm.:** 2.4  
**Sub Agent Comm:** 2.4 %  
**Buyer Agent Comm.:** 2.4  
**Buyer Agent Comm:** 2.4 %  
**Limited/Unserviced:** No

**Excl. Agency Contract:** N  
**Var. Comm.:** N  
**Named Prospects:** N

**Broker Owned:** N  
**Owner:** City of Sheboygan  
**Bonus to Broker:**

**Electronic Consent:** No

**Listing Office:** Victorian Realty: 625081  
**Listing Agent:** Julie Kath ABR,SRES: 17630  
**LA Address:** 2119 Sauk Trail Road Sheboygan, WI 53081  
**Ph:** 920-980-7445  
**Ph:** 920-980-7445 **Cell:** 920-980-7445  
**Fax:** 920-783-8290  
**Fax:**  
**URL:**  
**Email:** msjkath@yahoo.com  
**LO License #:** 45173-90  
**LA License #:** 45173-90

The information contained herein is provided for general information purposes only. If any of the above information is material or being utilized to determine whether to purchase the property, the buyer should personally verify same or have it confirmed by a qualified expert. The information to independently verify and confirm includes but is not limited to total square footage formula, total square footage / acreage figures, land, building or room dimensions and all other measurements of any sort or type. Equal housing opportunity listing.  
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 Prepared by Cassandra Jensen on Saturday, January 02, 2016 1:19 PM.

AM

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON January 2, 2011 [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Alexander E Mueller  
4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 1222 Huron Ave  
5 \_\_\_\_\_ in the City  
6 of Sheboygan, County of Sheboygan Wisconsin (insert additional  
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: Seventy three thousand  
9 \_\_\_\_\_ Dollars (\$ 73,000).

10 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ 500  
11 will be mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or

12  
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on  
15 the date of this Offer not excluded at lines 17-18, and the following additional items: none

16  
17 ■ NOT INCLUDED IN PURCHASE PRICE: none

18  
19 CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented  
20 and will continue to be owned by the lessor.

21 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are  
22 included/excluded.

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

25 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines  
26 running from acceptance provide adequate time for both binding acceptance and performance.

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
28 or before January 5 2011. Seller may keep the Property on the  
29 market and accept secondary offers after binding acceptance of this Offer.

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

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS  
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
33 OR ARE LEFT BLANK.

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

36 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
37 named at line 38 or 39.

38 Seller's recipient for delivery (optional): Julie Kahn / Victorian Realty  
39 Buyer's recipient for delivery (optional): Connora Jensen / Wynveen Realty

40  (2) **Fax**: fax transmission of the document or written notice to the following telephone number:  
41 Seller: ( 920 ) 783-8290 Buyer: ( 920 ) 564-2602

42  (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a  
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for  
44 delivery to the Party's delivery address at line 47 or 48.

45  (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: 219 Sauk Trail Rd Sheboygan WI 53081

48 Delivery address for Buyer: 119 A Walnut St Sheboygan Falls 53085

49  (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): msj.kahn@yahoo.com

54 E-Mail address for Buyer (optional): Lassie@Dartstream.com, armueller182@gmail.com

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

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in  
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,  
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or  
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are  
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in  
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,  
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether  
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused  
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,  
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.  
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential  
 87 properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances  
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect  
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the  
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership  
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose  
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,  
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related  
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to  
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than February 26 2016  
117 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association  
120 assessments, fuel and none

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

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

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

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

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

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

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

135  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
136 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  
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

143 \_\_\_\_\_ . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (~~is not~~) **STRIKE ONE** exempt from Wisconsin Rental Weatherization  
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall  
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for  
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to  
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been  
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,  
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The  
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the  
153 contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does  
154 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  
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission  
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's  
161 Real Estate Condition Report dated none , which was received by Buyer prior to Buyer  
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
163 \_\_\_\_\_

164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** ① Property is owned by the city of  
166 Shelbygan and buyer is aware there is no Condition Report.

167 \_\_\_\_\_  
168 ② Seller is aware that the buyer will occupy the property.

169 \_\_\_\_\_  
170 ③ All dates and deadlines to begin After Common Council approval on 11/18/16,  
171 except earnest money.

172 \_\_\_\_\_

**DEFINITIONS CONTINUED FROM PAGE 2**

173 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
 174 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
 175 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
 176 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
 177 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
 178 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
 179 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
 180 closing, expire at midnight of that day.

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

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
 186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
 187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as  
 188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric  
 189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached  
 190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached  
 191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-  
 192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent  
 193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
 195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
 198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of  
 199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building  
 201 or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
 203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change  
 204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects  
 205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of  
 207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price.  
 209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later  
 210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
 211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
 214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
 215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

216  
217  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written FHA  
218 FHA [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
219 loan commitment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an  
220 amount of not less than \$ 70,445 for a term of not less than 30 years, amortized over not less than  
221 30 years. Initial monthly payments of principal and interest shall not exceed \$ 2307.356.93 Monthly payments may  
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
224 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed  
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and  
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

228  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 4.5 %.  
229  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
230 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
231 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines  
234 165-172 or 435-442 or in an addendum attached per line 434.

235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
238 later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to  
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan  
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
242 unacceptability.

243 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**  
244 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**  
245 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**  
246 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this  
248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
249 commitment.

250 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing  
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party  
258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,  
259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering  
260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing  
261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands  
262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an  
263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
267 purchase price. This contingency shall be deemed satisfied unless Buyer, within 30 days of acceptance, delivers  
268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
269 purchase price, accompanied by a written notice of termination.

270 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**  
271 **deadlines provide adequate time for performance.**

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as  
274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple  
275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
277 researching comparable sales, market conditions and listings, upon inquiry.

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

281 If **Buyer defaults**, Seller may:

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

285 If **Seller defaults**, Buyer may:

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

288 In addition, the Parties may seek any other remedies available in law or equity.

289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
290 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution  
291 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of  
292 law those disputes covered by the arbitration agreement.

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**  
294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**  
295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**  
296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**  
297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's  
305 property located at \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts  
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written  
307 waiver of the Closing of Buyer's Property Contingency and \_\_\_\_\_  
308

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**  
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within \_\_\_\_ hours of Buyer's Actual**  
311 **Receipt of said notice, this Offer shall be null and void.**

312  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_ days after acceptance of this Offer. All  
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this  
320 Offer except: \_\_\_\_\_  
321

322 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or  
323 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  
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **TITLE EVIDENCE**

326  **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate  
331 Condition Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_  
332

333 \_\_\_\_\_  
334 \_\_\_\_\_  
335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

340  **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all  
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343  **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~(Buyer's)  
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after  
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348  **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to  
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,  
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
352 exceptions, as appropriate.

353  **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to  
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is  
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the  
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be  
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give  
359 merchantable title to Buyer.

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior  
 361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by  
 362 Buyer.

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

369 **EARNEST MONEY**

370 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
 371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or  
 372 otherwise disbursed as provided in the Offer.

373 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the  
 374 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special  
 375 disbursement agreement.

376 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
 377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.  
 378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest  
 379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
 380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
 381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
 382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)  
 383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
 384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to  
 385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
 387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
 388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
 389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
 390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
 391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
 392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
 393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing  
 394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

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

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



**ADDENDUM A TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated 11/21/16, made by Alexander E. Mueller  
2 (Buyer), with respect to the Property at 1222 Huron Ave. Sheboygan WI 53081

3 CAUTION: Buyer must include contingencies in this Offer for any additional tests or inspections Buyer wishes to conduct. Specific  
4 addenda are available for testing or evaluation of Wells, Well Water, Septic Systems, Lead-Based Paint, Wetlands and Lead/Arsenic  
5 Pesticides. Parties should consult with legal counsel with questions regarding testing or this Addendum.

6  RADON TESTING CONTINGENCY: This Offer is contingent upon Buyer having a qualified third party perform a radon test at the  
7 Property in a manner consistent with applicable EPA and Wisconsin Department of Health Services (DHS) protocols and standards and furnish  
8 a current written report indicating the radon level is less than 4 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if  
9 neither is stricken) expense. This contingency shall be deemed satisfied unless Buyer, no later than \_\_\_\_\_ days (after acceptance) (prior  
10 to closing) **[STRIKE ONE]** ("prior to closing" if neither is stricken), delivers to Seller a written copy of the radon test results report indicating a  
11 radon level of 4.0 pCi/L or higher. Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure. See lines 62-71  
12 regarding the Right to Cure.

13  TESTING CONTINGENCY: This Offer is contingent upon (Buyer obtaining)(Seller providing) **[STRIKE ONE]** ("Buyer obtaining" if neither is  
14 stricken) a current written report from a qualified independent expert documenting the results of the following test(s) conducted pursuant to  
15 applicable government or industry protocols and standards [indicate substances or compounds to be tested, e.g., asbestos (see  
16 <http://www2.epa.gov/asbestos/protect-your-family>), etc.]: \_\_\_\_\_, no later than \_\_\_\_\_ days (after  
17 acceptance)(prior to closing) **[STRIKE ONE]** ("prior to closing" if neither is stricken), at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is  
18 stricken) expense. Specify any protocols, testing contractors, labs, standards/levels constituting a Defect, financial limits, acceptable repair  
19 methodology, etc.: \_\_\_\_\_

20 Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure. See lines 62-71 regarding the Right to Cure.

21  CLOSING: The Parties agree that the closing shall be held at (the place selected by Buyer's lender) (the place selected by Buyer)  
22 ( \_\_\_\_\_ ) **[STRIKE AND COMPLETE AS APPLICABLE]**.

23  ASSOCIATION FEE: Buyer acknowledges the (monthly)(quarterly)(annual) **[STRIKE TWO]** association fee of \$ \_\_\_\_\_.

24  HOME WARRANTY PLAN: Buyer has been informed of the availability of a limited home warranty plan. A limited home warranty plan for  
25 a term of one year shall be included, effective on the date of closing, provided the Property qualifies for the plan. The cost of the home warranty  
26 shall not exceed \$ \_\_\_\_\_ and will be paid by (Seller)(Buyer) **[STRIKE ONE]** ("Seller" if neither is stricken) at closing. The warranty plan  
27 will be provided by the (listing)(cooperating) **[STRIKE ONE]** ("listing" if neither is stricken) broker. Buyer is advised that a home inspection may  
28 detect pre-existing conditions which may not be covered under the warranty.

29  FLOOD INSURANCE PREMIUMS CONTINGENCY (also see lines 118-123): This Offer is contingent upon Buyer obtaining, an  
30 insurance binder, certificate of insurance or other insurance company documentation or correspondence showing (that Buyer's annual premium  
31 for flood insurance for Buyer's initial year of ownership after closing shall not exceed \$ \_\_\_\_\_) (that Buyer's annual premium will not  
32 exceed \$ \_\_\_\_\_ after \_\_\_\_\_ years) (that the actuarial annual premium cost is computed to be no more than \$ \_\_\_\_\_)

33 **[STRIKE AND COMPLETE AS APPLICABLE]**. This contingency shall be deemed satisfied unless Buyer, no later than \_\_\_\_\_ days (after  
34 acceptance)(prior to closing) **[STRIKE ONE]** ("prior to closing" if neither is stricken), delivers to Seller written notice indicating that this contingency  
35 has not been satisfied and documentation of the flood insurance premiums available to Buyer. If this contingency is not satisfied, Buyer may  
36 terminate this Offer by delivering written notice of termination to Seller.

37  MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller providing" if neither is  
38 stricken) a (survey map)( ALTA/ACSM Land Title Survey) ( \_\_\_\_\_ ) **[STRIKE AND COMPLETE AS APPLICABLE]** of the  
39 Property, dated after the date of acceptance of this Offer and prepared by a Wisconsin licensed land surveyor, within \_\_\_\_\_ days of  
40 acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken) expense. The map shall identify the legal description of the  
41 Property, Property boundaries and boundary line dimensions, visible encroachments, location of any improvements, a minimum of \_\_\_\_\_  
42 acres, a maximum of \_\_\_\_\_ acres and: \_\_\_\_\_

43 **[STRIKE AND COMPLETE AS APPLICABLE]** (Additional specifications/features may include, but are not limited to: staking Property corners,  
44 streets, length of street or water frontage, legal access, total acreage or square footage, utility installations, easements or rights-of-way.

45 CAUTION: Consider cost and need for map features, and time required to obtain map.) This contingency shall be deemed satisfied unless  
46 Buyer, within 5 days of the earlier of Buyer's Actual Receipt of the map or the deadline for delivery of said map, delivers to Seller a copy of the  
47 map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations or (3)  
48 failure to meet requirements stated in this contingency. Upon delivery of Buyer's notice, this offer shall be null and void. This Offer shall be null  
49 and void if Buyer delivers written notice to Seller, within 5 days of the deadline on lines 39-40, stating Seller failed to timely deliver the map (if  
50 Seller was responsible to provide the map).

51  FEDERAL VA MORTGAGE: (Buyer)(Seller) **[STRIKE ONE]** ("Seller" if neither is stricken) agrees to pay the entire funding fee not to  
52 exceed \_\_\_\_\_ % (0% if not filled in) of the mortgage amount. Note: Funding fee may not be divided between the parties. Buyer agrees to  
53 pay all other costs of securing financing.

54  SELLER'S CONTRIBUTION: Seller shall give Buyer a loan cost credit at closing in the amount of \$ 2000 or \_\_\_\_\_ % of the  
55 purchase price to assist Buyer in paying loan closing costs such as points, prepayables and escrows. Buyer's loan costs shall include  
56 \_\_\_\_\_ and exclude \_\_\_\_\_ **[STRIKE AND COMPLETE AS APPLICABLE]**.

57 ■ NUMBER OF DAYS: The default number of days is 21 if nothing is entered on blank lines requiring entry of a number of days.

58 ■ READING/UNDERSTANDING: By initialing and dating this Addendum, each Party acknowledges they have received and carefully read all  
59 pages of this Addendum. Initialing does not signify acceptance or agreement with the terms of this Addendum.

60 (X) AM 11/21/16 (X) \_\_\_\_\_  
61 (Buyer(s)' Initials) ▲ (Date) ▲ (Seller(s)' Initials) ▲ (Date) ▲

62 ■ **CONTINGENCY SATISFACTION/RIGHT TO CURE (radon or testing contingency):** The contingency shall be deemed satisfied  
 63 unless Buyer, within 5 days of the earlier of: 1) Buyer's Actual Receipt of the applicable testing report(s) or 2) the deadline for delivery  
 64 of said report(s), delivers to Seller a copy of the written report(s) and written notice stating why the report(s) do(es) not satisfy the  
 65 contingency standard. If Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a written notice of Seller's  
 66 election to cure within 10 days of receipt of Buyer's notice; and (2) by curing the defects in a good and workmanlike manner that  
 67 satisfies the standard set forth in the selected contingency and by giving Buyer a report of the work done prior to closing. This Offer  
 68 shall be null and void if Buyer timely delivers the above written notice(s) and report(s) to Seller and (1) Seller does not have the right  
 69 to cure; or (2) Seller has a right to cure but: a) Seller delivers written notice that Seller will not cure or b) Seller does not timely deliver  
 70 the notice of election to cure. This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the delivery deadline,  
 71 stating Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the report(s)].

72 ■ **INSPECTIONS, TESTS AND OPINIONS:** It is recommended that Buyer have the Property and specific Property  
 73 components of concern inspected by a Wisconsin registered home inspector or qualified independent inspectors/experts.  
 74 Real estate agents in this transaction may furnish a list of qualified, independent inspectors and testers. Unless provided in writing,  
 75 no representation has been made as to the competency of these inspectors/testers. The Party responsible for obtaining an inspection  
 76 or test shall be solely responsible for determining the qualifications of the inspector and tester. If a broker orders any inspection or  
 77 test on behalf of a Party in this transaction, the Parties agree to hold the broker harmless for any damages or liability resulting from  
 78 the inspection or test, other than that caused by the broker's negligence or intentional wrongdoing.

79 ■ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:** Buyer acknowledges that it is Buyer's  
 80 responsibility to confirm that the Property is in a condition that Buyer finds acceptable and accordingly has conducted such tests,  
 81 inspections, evaluations and independent inquiries as Buyer deems necessary. Buyer has relied upon Buyer's independent Property  
 82 inspection and tests; the statements, disclosures and representations contained in this Offer; Seller's property condition report (if  
 83 any); and any other written statements provided to Buyer. Buyer acknowledges that neither Seller nor any real estate agents have  
 84 made any representations concerning the Property or the transaction other than those provided in writing. Buyer has not requested  
 85 verification of accuracy of any Seller or third party statements, disclosures or representations unless specifically stated in this Offer.

86 ■ **HAZARDOUS SUBSTANCES:** The parties are aware that news media and other public information sources indicate that  
 87 asbestos, lead-based paint, lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic substances and  
 88 chemicals within a structure or in soils or water supplies can cause serious health hazards. Past flooding, water intrusion, leaking or  
 89 excessive dampness may result in mold growth that may present health risks. Synthetic stucco and wood composite exterior house  
 90 siding have been associated with moisture and mold related problems. Seller represents that, to the best of Seller's knowledge, the  
 91 Property does not contain asbestos, lead-based paint, excessive moisture or water intrusions, abnormal or unsafe concentrations of  
 92 mold, radon gas, lead, radium or other toxic or harmful substances or chemicals, and that there has been no past flooding, water  
 93 intrusion, leaking or excessive moisture in the Property. See the caution at lines 3-5 and the testing contingencies in this Addendum.

94 ■ **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** Seller has no knowledge of any petroleum product  
 95 contamination on the Property. If there is an abandoned underground storage tank (UST) or basement or aboveground storage tank  
 96 (AST) on the Property, Seller shall, at least 5 days prior to closing, deliver to Buyer written confirmation that the tank and related  
 97 components have been closed in full conformance with current federal, state and local regulations. Seller's written confirmation shall  
 98 include a copy of any applicable contractor's report and any required Department of Agriculture, Trade and Consumer Protection  
 99 (DATCP) registration. Seller shall provide Buyer at least 5 days prior to closing with documentation confirming that any in-use UST,  
 100 AST or basement tank meets all current state and federal operating standards. Buyer shall notify DATCP of the change of ownership  
 101 of an in-use UST within 15 business days of closing. Visit [http://datcp.wi.gov/Consumer/Hazardous\\_Materials\\_Storage\\_Tanks/](http://datcp.wi.gov/Consumer/Hazardous_Materials_Storage_Tanks/).

102 ■ **MUNICIPAL REPORT/CODE COMPLIANCE:** Seller agrees to provide Buyer with written verification of paid real estate taxes,  
 103 current or planned special assessments and any unpaid municipal charges affecting the Property, if such a statement is available  
 104 from the municipality. A Certificate of Code Compliance, Occupancy Permit or similar government documentation also may be  
 105 required. These statements shall be provided by Seller at or before closing at Seller's expense, unless otherwise provided in writing.

106 ■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:** Municipal  
 107 zoning and building restrictions may affect use of the Property, and comprehensive plans may affect future use or value of the  
 108 Property by influencing future development in the municipality. Buyer is informed that some buildings are considered legal non-  
 109 conforming structures because they no longer conform to current dimensional zoning standards due to zoning standards and  
 110 ordinances enacted after the building was constructed. Buyer's ability to remodel, repair, replace or enlarge an existing non-  
 111 conforming structure may be regulated by the municipality. Buyer is encouraged to contact the appropriate municipal authorities  
 112 regarding zoning and building restrictions and comprehensive plans if these issues are material to Buyer's decision to purchase.

113 ■ **INSURANCE ISSUES:** Seller agrees to allow representatives of Buyer's insurance company reasonable access to the Property  
 114 upon advance notice for inspections relating to Buyer's homeowner's insurance application. The Parties are advised to contact their  
 115 insurance agents with questions regarding insurability and costs.

116 ■ **FLOOD PLAINS/WETLANDS/SHORELAND:** Buyer acknowledges that it is recommended that Buyer seek professional  
 117 assistance in interpreting any flood plain, wetlands and shoreland maps.

118 ■ **FLOOD INSURANCE:** Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with the purchase of  
 119 the Property. The National Flood Insurance Program (NFIP) (<https://www.floodsmart.gov/floodsmart/>) provides for the availability of  
 120 flood insurance and establishes flood insurance premiums based on the risk of flooding. Recent changes to federal law may result in  
 121 flood insurance premiums that are likely higher, and in the future may be substantially higher, than premiums paid by Seller. Buyer  
 122 should consult with one or more flood insurance carriers regarding flood insurance coverage, current and future premiums, and  
 123 whether Buyer may assume Seller's policy. Buyer may wish to contact NFIP for information about flood insurance for this Property.

124 ■ **FEDERAL VA AND FHA MORTGAGE:** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also  
 125 contingent upon the Parties executing an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate  
 126 the Offer if the Property fails to appraise for the purchase price.

127 ■ **MUNICIPALITY DISCREPANCY:** Buyer acknowledges that while the Property mailing address may be within one municipality, the  
 128 Property may be physically located in an adjoining municipality that will determine the applicable property taxes and school district.

**OFFER ADDENDUM S - LEAD BASED PAINT  
DISCLOSURES AND ACKNOWLEDGMENTS**

1 ■ **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a  
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from  
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in  
4 young children may produce permanent neurological damage, including learning disabilities, reduced  
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular  
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the  
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the  
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or  
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at 1722 Huron Ave Sheboygan WI  
11 \_\_\_\_\_, Wisconsin.

12 ■ **SELLER DISCLOSURE AND CERTIFICATION.** Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or  
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: \_\_\_\_\_

15 \_\_\_\_\_  
16 *(Explain the information known to Seller, including any additional information available about the basis for the determination  
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")*

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all  
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20 \_\_\_\_\_  
21 *(Identify the LBP record(s) and report(s) (e.g. LBP abatements,  
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")*

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their  
24 knowledge, that the information provided by them is true and accurate.

25 (X) \_\_\_\_\_  
26 (ALL Sellers' signatures) ▲ Print Names Here ► \_\_\_\_\_ (Date) ▲

27 **Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**

28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,  
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)  
30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated  
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this  
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) **Provide LBP Pamphlet to Buyer.** The Seller shall provide the Buyer with an EPA-approved lead hazard information  
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA  
35 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) **Disclosure of Known LBP to Buyer.** The Seller shall disclose to the Buyer the presence of any known lead-based  
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional  
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the  
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based  
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) **Disclosure of Known LBP & LBP Records to Agent.** The Seller shall disclose to each agent the presence of any  
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available  
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any  
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis  
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or  
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) **Provision of Available LBP Records & Reports to Buyer.** The Seller shall provide the Buyer with any records or reports  
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.  
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports  
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or  
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) **Disclosure Prior to Acceptance of Offer.** If any of the disclosure activities identified in lines 30-51 occurs after the Buyer  
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting  
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target  
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,  
57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified  
60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead  
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,  
62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to  
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on  
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known  
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to  
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of  
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the  
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information  
70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination  
71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint  
72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller  
74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no  
75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt  
77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:  
79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,  
81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under  
82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure  
83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes  
84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)  
86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as  
90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance  
91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (referred  
93 to in the singular whether one or more).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision  
95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square  
97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated  
99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces  
100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,  
102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate  
104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)  
105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;  
106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)  
107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in  
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (referred to in the singular  
110 whether one or more).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless  
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 ■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby  
115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -  
116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their  
118 knowledge, that the information provided by them is true and accurate.

119 (X) \_\_\_\_\_ (Date) ▲  
120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶

121 (X) Cassandra Jensen 1/2/16  
122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Wynne + Associates Realty Co. (Date) ▲

123 ■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is  
124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties  
125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of  
126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity  
127 to conduct the risk assessment or inspection by so indicating in writing.

128 ■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is  
130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

131  **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead  
132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses  
133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency  
134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within  
135 \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice  
136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report  
137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to  
139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's  
140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days  
141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that  
142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and  
143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will  
144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the  
145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,  
146 in conformance with the requirements of all applicable law.

147  Buyer elects the LBP contingency Buyer has attached to this Addendum S.

148  Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's  
150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received  
151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment  
152 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

153 (3) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their  
154 knowledge, that the information provided by them is true and accurate.

155 (X) Alex Mueller 1/2/16  
156 (ALL Buyers' signatures) ▲ Print Names Here ▶ (Date) ▲  
157

**ADDENDUM TR TO THE OFFER TO PURCHASE - TIMELINES AND CLOSING**

Addendum TR may be used with any Offers to Purchase or other contracts for the acquisition of property where the buyer is a consumer seeking a consumer credit loan primarily for personal, family, or household purposes and the loan is secured by real property. This may include, without limitation, the WB-11 Residential Offer to Purchase, the WB-13 Vacant Land Offer to Purchase (depending upon the purpose of the purchase), the WB-14 Residential Condominium Offer to Purchase, the WB-26 Timeshare Contract (Sale by Developer) or the WB-27 Time Share Contract (Resale by Non-Developer).

1 This Addendum is made part of the Offer to Purchase/Contract dated January 2, 2016, made by \_\_\_\_\_  
2 Alexander R. Mueller (Buyer), with respect to the Property at  
3 1222 Huron Ave Sheboygan WI 53081

4  **OPTIONAL PROVISIONS** Terms preceded by an open box (  ) are part of this addendum only if marked, such as  
5 with an "x." They are not part of this Addendum if marked "n/a" or are left blank.

6  **CLOSING DATE EXTENSION:** If closing cannot occur by the closing date specified in the Offer/Contract due to  
7 any government lender regulations or disclosure requirements, including those based on the Truth in Lending Act/Real  
8 Estate Settlement Procedures Act Integrated Disclosure (TRID) rules, Buyer shall deliver written notice to Seller and the  
9 date of closing shall be extended for the period necessary to satisfy those requirements, not to exceed  
10 14 business days ("7" if left blank).

11  **ADDITIONAL CLOSING DATE EXTENSION:** If the funding Buyer will use to purchase the Property is coming from  
12 the sale of another property owned by Buyer, and if that funding is not available to Buyer on the closing date because  
13 the closing date in that transaction has been extended due to government lender regulations or disclosure  
14 requirements, including those based on the TRID rules, Buyer shall deliver written notice to Seller and the date of  
15 closing shall be extended for the period necessary to accommodate the closing of the other transaction, not to exceed  
16 \_\_\_\_\_ business days ("7" if left blank).

17  **BUYER'S FINANCING PRE-APPROVAL:** Within seven (7) days of acceptance of this Offer/Contract, Buyer shall  
18 deliver to Seller a written financing pre-approval from a financial institution or mortgage broker based on criteria such as  
19 satisfactory credit history, employment verification, accepted offer terms and Buyer income and debt ratios. If Buyer  
20 does not make timely delivery of said pre-approval, Seller may terminate this Offer/Contract if Seller delivers a written  
21 notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written financing pre-approval, but in  
22 no event later than 15 days after acceptance.

23 **NOTE: Pre-approval is not considered a loan commitment.**

24 **CONTACT INFORMATION FOR CLOSING DISCLOSURE:** To facilitate lender preparation of the Closing Disclosure,  
25 please provide the following broker contact information that is required on that form:

CONTACT INFORMATION	Real Estate Broker for Buyer	Real Estate Broker for Seller
Name of Broker/Company	Dan Wynveen Wynveen & Associates Realty Co.	Victorian Realty
Company Address	931 Center Ave Oostburg WI 53070	2119 Sauk Trail Rd Sheboygan WI 53081
Broker/Company License No.	45205-90	45173-90
Contact/Name of Agent	Cassandra Jensen	Julie Kath
Agent's License No.	74474-94	45173-90
Email Address	Cassie@DanTeam.com	ms.jkath@yahoo.com
Telephone Number	920-918-1700	920-980-7445

26 ■ **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges they have received and  
27 carefully read this Addendum. (Initialing below does not signify acceptance or agreement with the terms of this  
28 Addendum.)

29 **CONFLICTING PROVISIONS:** Should any provision of this Addendum be in conflict with any provision of the Offer to  
30 Purchase/Contract or any other addenda to this Offer /Contract, the provisions of this Addendum shall prevail.

31 BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS THAT MAY NOT BE  
32 APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE PROVISIONS OF THIS  
33 ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY SUFFICIENT FOR ANY SPECIFIC TRANSACTION.  
34 BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE  
35 PROVISIONS OF THE OFFER/CONTRACT AND THIS ADDENDUM.

36 (X) AM 1/2/16 (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_  
Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

37 **OTHER DRAFTING CONSIDERATIONS**

- 38 1. Add an additional 15 days to the transaction timeline.
- 39 2. Avoid extending or setting deadlines for provisions or contingencies less than 10 days before closing and  
40 finalize all details well in advance of closing
- 41 3. Allow ample time for any Financing Contingency or Appraisal Contingency.
- 42 4. Include other walk-throughs earlier in the process to confirm completion of repairs and resolve any  
43 discrepancies. Save the final walk through to view the property for the sole purpose of ensuring it has not been  
44 damaged since the day of the offer.

Copyright © June 2015 by Wisconsin REALTORS® Association Drafted by: Attorney Debra Peterson Conrad  
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

**BROKER DISCLOSURE TO CUSTOMERS**

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

2 **BROKER DISCLOSURE TO CUSTOMERS**

3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker  
4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide  
5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker owes you, the customer, the  
6 following duties:

- 7 ■ The duty to provide brokerage services to you fairly and honestly.
- 8 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 9 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless  
10 disclosure of the information is prohibited by law.
- 11 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is  
12 prohibited by law (See Lines 55-63).
- 13 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the  
14 confidential information of other parties (See Lines 22-39).
- 15 ■ The duty to safeguard trust funds and other property the broker holds.
- 16 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and  
17 disadvantages of the proposals.

18 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you  
19 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

20 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of  
21 a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

22 **CONFIDENTIALITY NOTICE TO CUSTOMERS**

23 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION  
24 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,  
25 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR  
26 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER  
27 PROVIDING BROKERAGE SERVICES TO YOU.

28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (SEE LINES 55-63).
- 30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION  
31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.
- 32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST  
33 THAT INFORMATION BELOW (SEE LINES 35-36). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER  
34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

35 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
36 \_\_\_\_\_

37 **NON-CONFIDENTIAL INFORMATION** (The following information may be disclosed by Broker): \_\_\_\_\_  
38 \_\_\_\_\_

39 *(INSERT INFORMATION YOU AUTHORIZE THE BROKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)*

40 **CONSENT TO TELEPHONE SOLICITATION**

41 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may  
42 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we  
43 withdraw this consent in writing.

44 List Home/Cell Numbers: 910 287-5375

45 **SEX OFFENDER REGISTRY**

46 Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the  
47 Wisconsin Department of Corrections on the Internet at: <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

48 BY SIGNING AND DATING BELOW I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND  
49 THAT Cassandra Jensen and Wynveen & Associates Realty Co. are working  
50 Sales Associate ▲ Firm Name ▲

51 as: (Owner's/Listing Broker's Agent) (Buyer's/Tenant's Agent or Buyer's Broker's Agent) **STRIKE ONE**

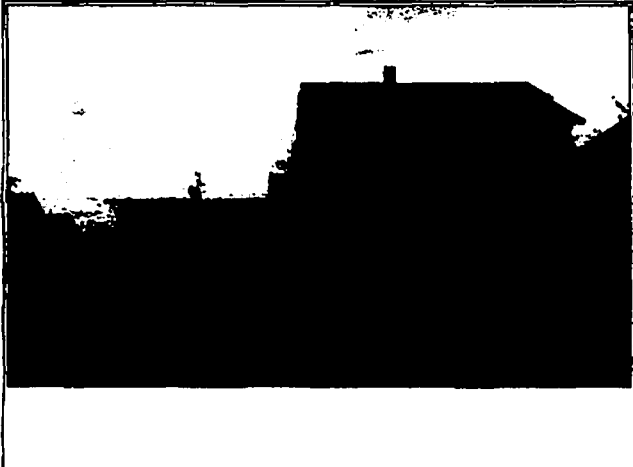
52 **SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE ANY LEGAL OBLIGATIONS TO BROKER.**

53 [Signature] 1/2/16 \_\_\_\_\_  
54 Signature ▲ Date ▲ Signature ▲ Date ▲

**55 DEFINITION OF MATERIAL ADVERSE FACTS**

56 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that  
57 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect  
58 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision  
59 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence  
60 that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce  
61 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information  
62 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or  
63 agreement made concerning the transaction.

Address: 1222 Huron Avenue Sheboygan, Wisconsin 53081-3348 Taxed by: Sheboygan MLS #: 1451429



**Property Type:** Single-Family  
**Status:** Active  
**Tax Key:** 59281700470  
**County:** Sheboygan

**List Price:** \$79,900  
**Taxes:** \$2,045.11  
**Tax Year:** 2014  
**Est. Acreage:** 0.1

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**Bedrooms:** 5  
**Total Full/Half Baths:** 2 / 0  
**F/H Baths Main:** 1 / 0  
**F/H Baths Upper:** 1 / 0  
**F/H Baths Lower:** 0 / 0  
**Garage Spaces:** 2  
**Garage Type:** Attached

**Rooms:** 8  
**Est. Total Sq. Ft.:** 2,025  
**Est. Year Built:** 1926  
**Lot Description:** 90 x 50  
**Zoning:** Residential

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**Flood Plain:** No  
**Conforming Use:** Yes

**Occ. Permit Required:** N  
**Days On Market:** 46

**Directions:** Between Superior and Michigan Avenue.  
**Coordinates:** 407N 121E

School District: Sheboygan Area	Name	Dim	L	C	W	Name	Dim	L	C	W
	Master Bedroom	13 x 12	M	Yes		Kitchen	10 x 10	M		
	Bedroom 2	11 x 10	M			Living/Great Room	15 x 11	M	Yes	
	Bedroom 3	19 x 13	U	Yes		Other Room	12 x 11	U	Yes	
	Bedroom 4	13 x 10	U	Yes						
	Bedroom 5	13 x 13	U	Yes						

<b>Type:</b> Single Family	<b>Financing Available:</b> Other
<b>Style:</b> 2 Story	<b>Documents:</b> LeadPaint Disclosure; Listing Contract
<b>Architecture:</b> Colonial	<b>Appliances Incl.:</b> None
<b>Garage/Parking:</b> Parking Space; Electric Door Opener; Driveway Entrance; Paved Driveway	<b>Misc. Exterior:</b> Sidewalk; Deck; Fenced Yard; Near Public Transit
<b>Outbuildings:</b> None	<b>Misc. Interior:</b> 220 Volts; Circuit Breakers; Smoke Detector; Cable TV Available; Elec. Appl. Hook-up
<b>Exterior:</b> Vinyl	<b>Water/Waste:</b> Municipal Water; Municipal Sewer
<b>Roofing:</b> Composition	<b>Tax Includes:</b> Trash Collection
<b>Basement:</b> Full; Brick	<b>Municipality:</b> City
<b>Heating/Cooling:</b> Natural Gas	<b>Other Rooms:</b> Living Room
<b>H/C Type:</b> Forced Air	<b>Occupancy:</b> Immediate
<b>Bath Description:</b> Shower Over Tub; Vanity	

**Remarks:** Exceptional 5 Bedroom Dutch Colonial With A 2 Car Attached Garage. 2 Bedrooms On The Main Floor With A Full Bath, 3 Bedrooms On The Upper, With A Den And Full Bath. Move-In Ready With Newer Windows, Roof, Siding, Doors, Freshly Painted, New Floor Coverings. The Present Owner Did An Awesome Remodel. The Yard Is Fenced And Close To Everything. Don't Let This One Get Away!  
**Private Remarks:** This Is City of Sheboygan Owned Property. No Condition Report, Seller Does Not Pay Gap Insurance. Accepted Offer Is Subject To Common Council Approval.  
**Showing Information:** Easy To Show. Call or Text Listing Agent.

<b>Sub Agent Comm.:</b> 2.4	<b>Excl. Agency Contract:</b> N	<b>Broker Owned:</b> N	<b>Electronic Consent:</b> No
<b>Sub Agent Comm:</b> 2.4 %			
<b>Buyer Agent Comm.:</b> 2.4	<b>Var. Comm.:</b> N	<b>Owner:</b> City of Sheboygan	
<b>Buyer Agent Comm:</b> 2.4 %			
<b>Limited/Unserviced:</b> No	<b>Named Prospects:</b> N	<b>Bonus to Broker:</b>	

<b>Listing Office:</b> Victorian Realty: 625081	<b>Listing Agent:</b> Julie Kath ABR,SRES: 17630	<b>LA Address:</b> 2119 Sauk Trail Road Sheboygan, WI 53081
<b>Ph:</b> 920-980-7445	<b>Ph:</b> 920-980-7445 <b>Cell:</b> 920-980-7445	<b>LO License #:</b> 45173-90
<b>Fax:</b> 920-783-8290	<b>Fax:</b>	<b>LA License #:</b> 45173-90
<b>URL:</b>	<b>Email:</b> msjkath@yahoo.com	

The information contained herein is provided for general information purposes only. If any of the above information is material or being utilized to determine whether to purchase the property, the buyer should personally verify same or have it confirmed by a qualified expert. The information to independently verify and confirm includes but is not limited to total square footage formula, total square footage / acreage figures, land, building or room dimensions and all other measurements of any sort or type. Equal housing opportunity listing.  
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 Prepared by Cassandra Jensen on Saturday, January 02, 2016 1:19 PM.

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