WB-13 VACANT LAND OFFER TO PURCHASE

Ť	LICENSEE DRAFTING THIS OFFER ON Nay 2, 2011 [DATE] IS (AGENT OF BUYER)
2	(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ISTRIKE THOSE NOT APPLICABLE!
4	CEMERAL PROVISIONS! The Ruser DANIEL S. (YERAC) & VALEKIE A. GERACI
4	HUS BAND + WIFE , offers to purchase the Property
	1900 South 94th Steet
	of West Allis County of Milwaukee , VVSCORSH (HSCH
7	additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
	PURCHASE PRICE: Ten Thousand
8 9	Dollars (\$ 10,000.00
10	■ EARNEST MONEY of \$ o accompanies this Offer and earnest money of \$ oo
**	will be mailed, or commercially or personally delivered within3 days of acceptance to listing broker or
	will be maked, or Commicrotony or personally desired from the makes and
12	■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
13	INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
14	date of this Offer not excluded at lines 18-19, and the following additional items: Garage in its "as is" condition
	date of this Offer had excedued at lines 10-15, and the following double to the following
16	
17	LEWWILLES LINES AND THE PROPERTY OF THE PROPER
18	■ NOT INCLUDED IN PURCHASE PRICE: Note
19	CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
20	CAUTION: Identity Fixtures that are on the Property (see lines 230-234) to be excitated by Sans. It
21	and will continue to be owned by the lessor. NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22	NOTE: The terms of this Uner, not the usung contract of marketing materials, decoming arrest
23	included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
24	ZONING: Seller represents that the Property is zoned: RB-2 Residential
25	ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26	copies of the Offer.
27	CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28	running from acceptance provide adequate time for both binding acceptance and performance.
29	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before July 22, 2011 Seller may keep the Property on the
30	or before Seller may keep the Property on the
31	market and accept secondary offers after binding acceptance of this Offer.
J.	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
33	OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34	AND Y CONTRACTOR OF THE CONTRA
35	OR ARE LEFT BLANK.
36	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
37	written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38	(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39	named at line 40 or 41. Seller's recipient for delivery (optional): Gerald A. Baker
18.48	Onner's radiolast for deligans (antional)
42	(2) Fax: fax transmission of the document of written notice to the following templicate number:
	Bisser I and the second second
ŧΑ	Seller: (414) 223-1917 X (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45	commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46	And a section of the december of written notice nectage prepaid in the U.S. Mail, addressed cluber to the ratio,
48 48	The desire registers for righters if states at 100
€€.	Delivery address for Celler 2711 W. Wells St 3rd Floor, Milw., WI 334V0
A	
March.	rest that also also bear with the companies of the control of the
52	55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
53	personal, family or household purposes, each consumer providing an e-mail address below the following and e-mail
<u> </u>	to the use of electronic documents, e-mail delivery and electronic algreduces in the deliberation of the lectronic algreduces
30 56	C tiel eddens for Dinger (ontional) Angraptani Satt. Det
57	or the contraction of Arith Common delicant to or orbid which the limit his lift of the contraction of the c
	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
EMD.	CONSTITUTES DELSCRIBE GENERALLY TO, OF PROCEEDINGS WESTERN STATE OF THE SECOND SECTION OF THE SECOND

##	Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
	The fact of the fa
60	and the state of t
61	Thee of all debris and personal property except for personal property determining to content tentance, or man and to personal the citizen subject to top self-citizent if any
62	provide the second seco
63	PROPERTY CONDITION REPRESENTATIONS & Seller represents to payer and as or accordance detection there is a financial formation of Conditions Affecting the Deposits of Transporting Giorge 163-187 and 246-2781 other than those
	notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
65	identified in the Seller's disclosure report dated report exempt, which was received by Buyer prior to
56	Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
67	and Seller makes no waaranties nor gaurantees to the condition of property and Buyer relies
68	on inspections made by him and or his contractors and purchases the property in its "as is" conditions. [INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT]
69	
70	[CLOSING] This transaction is to be closed no later than
71	at the place selected by Seller, unless otherwise agreed by the Parties in writing.
72	CLOSING PRORATIONS) The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73	
74	assessments, fuel and
75	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
76	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77	Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
78	The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79	taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80	APPLIES IF NO BOX IS CHECKED)
81	Current assessment times current mill rate (current means as of the date of closing)
82	Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83	year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
84	X Property is currently tax exempt for 2011. Property will be resssessed for 2012
85	CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
86	substantially different than the amount used for proration especially in transactions involving new construction,
87	The state of the s
88 89	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
	the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
90	days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
91	The state of the s
92 93	the state of the s
94	the state of the s
	the second of th
95	(written) (oral) STRIKE ONE lease(s), if any, are vacant land no leases
950	the state of the s
97	N/A GOVERNMENT PROGRAMS: Seller shall deliver to Buyer, within days of acceptance of this Offer, a list of all
99	
100	or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101	preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102	Program Watland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103	penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104	the second term is a second to the second term in t
105	த் நிற திருந்து இருந்து இருந்து இருந்து இருந்து முறிய முறிய முறிய முறிய முறிய முறிய முறிய இருந்து இருந்து இருந
106 107	the state of the s
108	se may apply, and Ruyar agrees to reimburse Seller should Buyer fall to continue any such program such that Seller
109	incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The
110	Parties agree this provision survives closing.
111	MANAGED FOREST LAND: All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112	This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113	The second of the second second second and second and second of the seco
114	new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116	and nev a fee. By filling this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117	The DND Division of Forestry monitors forest management plan compliance. Changes you make to properly that is subject to
118	an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause

the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the

120 local DNR forester or visit http://www.dnr.state.wi.us.

121 FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and

occupied for farming or grazing purposes.

125 USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a 126 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more 127 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization 1.28 Section or visit http://www.revenue.wi.gov/. 129

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a 130 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 李多章 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection 112

Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department 134 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective 移 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of 136 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more 137 information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/. 138

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more 139 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum 141 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or 145 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change 147 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects 148 Seller has agreed to cure have been repaired in the manner agreed to by the Parties. 149

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING | Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Öffer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. 155 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

DEFINITIONS

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- 160 ■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or 161 written notice physically in the Party's possession, regardless of the method of delivery.
- CONDITIONS AFFECTING THE PROPERTY OF TRANSACTION: "Conditions Affecting the Property or Transaction" are
- a. Proposed, planned or commenced public improvements or public construction projects which may result in special 165 assessments or otherwise materially affect the Property or the present use of the Property. 166

b. Government agency or court order requiring repair, alteration or correction of any existing condition.

167 c. Land division or subdivision for which required state or local approvals were not obtained. 162

- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations. 169
- e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland **₹70** preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 171 111-120), Conservation Reserve (see lines 134-138), or comparable program. 172

Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) 173 f. (where one or both of the properties is used and occupied for farming or grazing). 174

Material violations of environmental rules or other rules or agreements regulating the use of the Property.

175 Conditions constituting a significant health risk or safety hazard for occupants of the Property. 170

- Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, 177 including, but not limited to, gasoline and heating oil. 178
- A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, 179 [. fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the 180 鹅巾 premises.

Production of methamphetamine (meth) or other hazardous or toxic substances on the Property. 182 k.

- High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the 183 184
- m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-185 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned 性的的 according to applicable regulations. 187

	Significant Control of the Control o
89	IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.
90	N/A FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
91	[INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within days of acceptance of this Offer. The financing selected shall be in an acceptance of the commitment as described below, within days of acceptance of this Offer. The financing selected shall be in an acceptance of the commitment as described below, within days of acceptance of this Offer. The financing selected shall be in an acceptance of the commitment as described below, within days of acceptance of this Offer. The financing selected shall be in an acceptance of the commitment as described below, within days of acceptance of this Offer. The financing selected shall be in an acceptance of the commitment as described below, within days of acceptance of this Offer. The financing selected shall be in an acceptance of the commitment as described below, within days of acceptance of this Offer.
92	loan commitment as described below, within days or acceptance or this one; the most and less than vears amodized over not less than vears.
93	amount of not less than \$ for a term of not less than years, amortized over not less than years. Monthly payments may
95	also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
96	premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or toan origination premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or toan origination premium.
97	fee in an amount not to exceed% of the loan. If the purchase price under this Offer is modified, the financed amount,
98	unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
99	monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
00	CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.
01	☐ FIXED RATE FINANCING: The annual rate of interest shall not exceed%. ☐ ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed
02	rate shall be fixed for months, at which time the interest rate may be increased not more than % per
03	rate shall be fixed formonths, at which time the interest rate may be included
04	year. The maximum interest rate during the mortgage term shall not exceed
05	and interest may be adjusted to reflect interest changes. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
06	If Buyer is using multiple loan sources or obtaining a construction loan or land contract materials, second 2
:07	526-534 or in an addendum attached per line 525. BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
08	BUYER'S LOAN COMMIMENT: Buyer agrees to pay all customary toal and closing costs, to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
119	mortgage loan, and to provide evidence of application promptly upon request of Seiter. In Buyer operation of the written loan commitment no in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment to
210	in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to deliver to deliver a copy of the Mitten loan commitment to later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
111	later than the deadline at line 192. Buyer and Seller agree that derivery of a copy of any written direction shall satisfy the Buyer's financing contingency if, after review of the loan Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
12	Seller (even if subject to conditions) shall satisfy the Buyer's intancing commitment. Buyer's written direction shall commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall commitment, buyer has directed, in writing, delivery of the loan commitment.
213	accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
:15	unacceptability. CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
216	CAUTION: The delivered commitment may contain conductors buyer made yet the contain the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN the loan.
217	COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
218	COMMITMENT TO SELLER OR SELLER & AGENT WITTOUT DOT DOT DOT DELLER OF THE COMMITMENT TO SELLER OR SELLER & AGENT WITTOUT DOT DOT DOT DOT DELLER OR SELLER & AGENT WITTOUT DOT DOT DOT DOT DOT DOT DOT DELLER OR SELLER & AGENT WITTOUT DOT DOT DOT DOT DOT DOT DOT DOT DOT DO
219	ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY. SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this seller TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this
220	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
222	commitment. EINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already
n. n. s	the second block commitment for other financing to Sellert, Bliver shall promptly deliver white induce to delica or
224	same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
225	same including copies of lender(s) rejection letter(s) to deliver to Buyer written notice of Seller's decision to finance this named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227	extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
	the formation concording engage to determine River's credit worthiness for Deter III deferry.
arc 190 ar	. — in the areas to kint contingent on financing a value of acceptance, a highest following the year
-AL	to the same about a construction of the contraction
4.4	. The standard of the standard weight the control of the provided Selectuals in a control of the
	. The makes to be on Device man or man not obtain mortgage thancing this goes not need the protection of a mission of
	A 11
234	contingency. Seller agrees to allow buyer's appraisal acceptance and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
	the state of the s
22 22 70	. The property of a construction of the Office continuent from the biver of buyers bluck from your from a separative
	This continuous shall be deemed existed times Hiver within Udy's of acceptance, control within
241	purchase price. This contingency shall be deemed satisfied draced believed by purchase price. This contingency shall be deemed satisfied draced value is not equal to or greater than the agreed upon Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
	the state of the s
24:	 purchase price, accompanied by a written notice of termination. CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
24	CAUTUM: An appreciate outside of a conformation
24	deadlines provide adequate time for performance.

[DEFINITIONS CONTINUED FROM PAGE 3]

- 245 Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not 246 dosed/abandoned according to applicable regulations. 247
- Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface 248 O. foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic 249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government 250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing 251 capacity, earth or soil movement, slides) or excessive rocks or rock formations. 252
- Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other 253 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) 254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program. 255
- Lack of legal vehicular access to the Property from public roads. 256 O.
- Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, 257 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of 258 a part of Property by non-owners, other than recorded utility easements. 259
- Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to 260 impose assessments against the real property located within the district. 261
- Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition. 262 t.
- Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the 263 Property, or proposed or pending special assessments. 254
- Burial sites, archeological artifacts, mineral rights, orchards or endangered species. 265
- Flooding, standing water, drainage problems or other water problems on or affecting the Property. 798.
- Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides. 267 1
- Significant odor, noise, water intrusion or other irritants emanating from neighboring property. 268
- Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial 269 injuries or disease in livestock on the Property or neighboring properties. 270
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of 272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence. 273
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county 275 (see lines 139-145). 276
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion 277 charge or the payment of a use-value conversion charge has been deferred. 278
- DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding 270 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. 280 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under 281 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 282 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours 284 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as dosing, expire at midnight of that day.
- 286 ■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would 227 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 288 significantly shorten or adversely affect the expected normal life of the premises.
- FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be 290 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.
- CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19. 295
 - PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, 297 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or 299 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Óptional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

	Properly Address: 1900 Scotth 34th Street Mart 2011: 18
306	PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of
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309	[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310	nondatana abachad an lines 314.345 chall he deemed satisfied unless Buver, within 08ys of acceptance, delivers
311	written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312	item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313	agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.
	W/A ZONING CLASSIFICATION CONFIRMATION: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
314	STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned RB-2 Residential
315	and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.
316	N/A SUBSOILS: This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's if neither
317	is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
318	would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
319	
320	development.
321	NA PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: This Offer is contingent
322	upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from
323	a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324	be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325	Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326	the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK
327	ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
328	T After
329	N/A EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE
330	TONIE! ("Duniarie" if neither is efrickent expense copies of all public and private easements, covenants and restrictions
331	affection the Property and a written determination by a qualified independent third party that none or these profilms or
332	alantificantly dalay or increase the costs of the proposed use or development identified at lines 305-308.
333	MA APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) (SIRIKE UNE) ("Buyer's" if
334	neither is stricken) expense permits, approvals and licenses, as appropriate, or the final discretionary action by the
335	the following residence of the following residence in the following residen
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338 338	
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340	The second secon
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343	("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
344	
345	roads. N/A LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
346	N/AI LAND USE APPROVAL: This Offer is Consingent upon output for including a course of Constant Consta
34 7	neither is stricken) expense, a prezoning; productional use permit; plicense; variance; building permit; productional use
348	occupancy permit; ☐ other
349	written notice to Seller if the item cannot be obtained, all within days or acceptance for the Property for its proposed
350	use described at lines 306-308.
351	MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
352	providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
يخد بالأد يند	days of accompance of (Ringer's) (Seller's) (Seller's) (Seller's) (Seller's) (Seller's)
Page 2	The man shall show minimum of acres maximum of acres, use exact uses provide the second
155	Dinnerty the Pronerty's hourdaries and dinersions, visible endididating upon the Chaptery, by Average of the Chaptery
356	if any, and:
357	if any, and: [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
***	stabling of all corners of the Property: identifying dedicated and apparent streets; lot dimensions; total acreage or square
Matter.	to the common to a right configuration of the cost and the need for map teatures before selecting them.
720	Also consider the time required to obtain the man when setting the deadline. This contingency shall be deemed saushed
224	unlace Rever within five days of the earlier of: (1) Buver's receipt of the map; or (2) the deadline for delivery or said map
351 353	delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
يمون ومرورو	materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
ر دور د جروب	. Unan daliyary of Ruwer's notice, this Offer shall be mill and Vold.
354	Upon delivery of buyer's notice, this offer shall be read that the visit sales and the sales are sales and the sales are sales and the sales are s

- PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.
- 368 CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage 369 information if material to Buyer's decision to purchase.

370 EARNEST MONEY

- HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.
- CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the parties or an atterney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.
- DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.
- 1887 IEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. Rt. 18.
- DISTRIBUTION OF INFORMATION

 Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 researching comparable sales, market conditions and listings, upon inquiry.
- 402 NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

	Properly Address: 1900 South 94th Stest West Allis HT
106 107 108 109 110 111 112	SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary. TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer expent:
114 115	If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.
417 418 419 420 421 422	TITLE EVIDENCE CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing and None
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425	
425	which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 429 430	necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee. ** TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence required by Buyer's lender.
433 434 435 436 437 438	■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE ONE) ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449). ■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 ***	and exceptions, as appropriate. ITILE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Selier in writing of objections to title within days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 445	such event. Seller shall have a reasonable time, but not exceeding days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing in the event that Seller is unable to remove said objections. Buyer may deliver to Seller written notice waiving the
447 448	objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not notice of terminations to give merchantable title to Buyer.
450	SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.
453	fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(1).
456 450 460	ADDITIONAL PROVISIONS/CONTINGENCIES Buyer is responsible to obtain any environmental testing, if desired, at Buyer's cost. Buyer shall not hold Seller liable for any environmental contamination found on property. Seller does not warant condition or
2.26.3	

453 <u>utilities</u>.

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[DEFAULT] Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the 466 defaulting party to liability for damages or other legal remedies. 467

If Buver defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 463 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for 470 471 actual damages.
- If Seller defaults, Buyer may: 472

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- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
- In addition, the Parties may seek any other remedies available in law or equity.

475 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the 476 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

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

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and 486 inures to the benefit of the Parties to this Offer and their successors in interest. 487

INSPECTIONS AND TESTING) Buyer may only conduct inspections or tests if specific contingencies are included as a part of 488 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the 480 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.

Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported 502 to the Wisconsin Department of Natural Resources.

		Page 10 of 10, WB-13
al a	Properly Address 1900 South 94th Steet. West Allis WI INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lin	MITTER CONTRACTOR CONT
503	is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Prope	irty which discloses no
504 505		ed third party performing
er wes.	The state of the s	
507	diet and Property feature(s) to be senarately inspected, e.g., dumpsite, etc.) which discloses no Defec	ts. Buyer shall order the
ero	inequation(s) and he responsible for all costs of inspection(s). Buyer may have follow-up inspection	ons recommended III &
Eng.	written report resulting from an authorized inspection performed provided they occur prior to the deadli	ine specineo ai mie o io.
200	the performed by a qualified independent inspector or independent qualified third t	any.
511	CAUTION: Buyer should provide sufficient time for the primary inspection and/or any special	lized inspection(s), as
e-4-m	and an any fallowing ineraction(e)	
20 A 20	This again again that he deemed esticited unless Buyer within days of acceptance, delivers to be	aller a copy of the Written
24.4	inspection report/c) and a written notice lighton the Defect(s) identified in those report(s) to which buyer op	lects (Motice of Defens).
e e e	CALITION: A proposed amendment is not a Notice of Defects and will not satisfy this notice re	Adritemetit
516	For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature	and extent of Milici nie
517	Buyer had actual knowledge or written notice before signing this Offer.	s de acces de la Professio de
518	■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right	((O CLIE life literatus, II Taran liikkin 40 dale of
519	Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to I	Duyer willin to days or Oxforto in a good and
520	Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the	we exist to Masina This
521	workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 da	edian renatic) and (1)
	Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written insp	that Saller will not care
523	Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice	CHECK CONSENS SERVE CARE AND A
524		made part of this Offer.
525	MA ADDENDA. THE GUIDAN STREET AND A CONTRACT OF THE STREET	e approval of
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	This Offer was drafted by [Licensee and Firm] Gerald A. Baker Milwaukee County on May 2, 2011	
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536 537	This Offer was drafted by [Licensee and Firm] Gerald A. Baker Milwaukee County on May 2, 2011 My Daniel J. Herari DANIEL S. GERACI	5-2-11 Date 4
536	This Offer was drafted by [Licensee and Firm] Gerald A. Baker Milwaukee County on May 2, 2011 (x) Daniel Jerui Daniel S. Geraci Buyer's Signature A Print Name Here	
536 537	This Offer was drafted by [Licensee and Firm] Gerald A. Baker Milwaukee County on May 2, 2011 (x) Daniel Horaci DANIEL S. GERACI Buyer's Signature A Print Name Here + (x) Valerie A. Geraci	
536 537 538	This Offer was drafted by [Licensee and Firm] Milwaukee County On May 2, 2011 (x) David Frint Name Here (x) Valerie A. Geraci Buyer's Signature A Print Name Here Buyer's Signature A Print Name Here	<u>5-2-/ </u> Date ▲
536 537 538 539	This Offer was drafted by [Licensee and Firm] Milwaukee County On May 2, 2011 (x) David Frint Name Here (x) Valerie A. Geraci Buyer's Signature A Print Name Here Buyer's Signature A Print Name Here	<u>5-2-/ </u> Date ▲
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