

Approved by the Wisconsin Real Estate Examining Board 03-1-12 (Optional Use Date) 07-1-12 (Mandatory Use Date)

# Mark D Olejniczak Realty Inc WISCONSIN REALTORS® ASSOCIATION 4801 Forest Run Road Madison, Wisconsin 53704

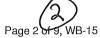
Page 1 of 9, WB-15

## WB-15 COMMERCIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON			_ [DATE] IS (AGENT OF BUYER
(AGENT OF SELLER/LISTING BROKER) (AGENT	OF BUYER AND SELLER) STRIKE THOSE I	NOT APPLICABLE	
GENERAL PROVISIONS   The Buyer,Thomas	M. O'Rourke and / or Assigns	/ or Assignees	
	_ , offers to purchase the Property known as [S	treet Address   Pump Ho	ouse #1, 535 Greene A
ofAllouez	in the	Vil	llage
ofAllouez	, County	ofBro	wn , Wiscons
(Insert additional description, if any, at lines 109-115	or 277-286 or attach as an addendum per line 4	79), on the following terms	3:
■ PURCHASE PRICE: <u>Eighteen Thousand</u>			<u> </u>
ELDNEST VOLUME /		Dollars (\$	18,000.00
■ EARNEST MONEY of \$ <u>n/a</u> mailed, or commercially or personally delivered within Broker for Buyer, Mark D. Oljeni	accompanies this Offer and earnes	t money of \$ <u>2,000.00</u>	<u>)                                    </u>
mailed, or commercially or personally delivered within	3 business days	day	s of acceptance to listing broker
THE DAI ANCE OF DUDGUAGE DDIOC will be well	ZZK Realty, 3/5 W. St. Joseph	St, Green Bay W	1 54301
THE BALANCE OF PURCHASE PRICE will be pai			
■ INCLUDED IN PURCHASE PRICE: Seller is in not excluded at lines 20-22, and the following addition	relitance N/A	all fixtures on the Pro	perty on the date of this Offe
not excluded at lines 20-22, and the following addition	idi ilenis. N/A		
All personal property included in purchase price will b	e transferred by hill of sale or NA		-
F Proporty moladod in parondoo prioo will b	s dansioned by bill of edit of		
NOT INCLUDED IN PURCHASE PRICE: The la	rge motor in the pump house t	hat is not conne	ected to anything.
8	-		
CAUTION: Identify trade fixtures owned by te	nant, if applicable, and Fixtures that are	on the Property (see	lines 303-310) to be exclude
by Seller or which are rented and will continue to	be owned by the lessor.		
NOTE: The terms of this Offer, not the listing cont			
ACCEPTANCE   Acceptance occurs when all Bu	vers and Sellers have signed one copy of t	the Offer, or separate by	ut identical copies of the Offe
CAUTION: Deadlines in the Offer are comm	nonly calculated from acceptance. Cons	sider whether short to	erm deadlines running fror
acceptance provide adequate time for <u>both</u> bindin	g acceptance and performance.		· ·
BINDING ACCEPTANCE This Offer, is, binding	upon both Parties only if a copy of the	accepted Offer is del	livered to Buyer on or before
September	21, 2016	Seller may keep the F	Property on the market and accer
secondary offers after binding acceptance of this Offe			
CAUTION: This Offer may be withdrawn prior to d	livery of the accepted Offer.		
OPTIONAL PROVISIONS   TERMS OF THIS OF	FER THAT ARE PRECEDED BY AN OF	PEN BOX ( ) ARE P.	ART OF THIS OFFER ONLY IF
THE BOX IS MARKED SUCH AS WITH AN "X." THE			
DELIVERY OF DOCUMENTS AND WRITTEN NOTICE	A CONTRACTOR OF THE PARTY OF TH		
Party shall be effective only when accomplished by or		or, delivery or decurre	nto and written notices to a
(1) Personal Delivery: giving the document or written		inient for delivery if named	at line 38 or 39
Seller's recipient for delivery (optional): <u>c/o Brad</u>	Lange, Administrator, Villag	e of Allouez, 19	00 Libal St. Allonez
Buyer's recipient for delivery (optional): <a href="mailto:c/o Jim">c/o Jim</a>			
x (2) Fax: fax transmission of the document or wr			•
	Buyer: ( <u>920</u> ) <u>43</u>	36-7771	
x (3) Commercial Delivery: depositing the do	cument or written notice fees prepaid or	charged to an accour	nt with a commercial delivery
ervice, addressed either to the Party, or to the F	arty's recipient for delivery if named at line	38 or 39, for delivery to	the Party's delivery address a
ne 47 or 48.			
x (4) U.S. Mail: depositing the document or	vritten notice postage prepaid in the U.S.	Mail, addressed either t	io the Party, or to the Party's
ecipient for delivery if named at line 38 or 39, for deliv	ery to the Party's delivery address at line 47 or 4	18.	
Delivery address for Seller: Village of Alloe			
Delivery address for Buyer: c/o Jim ORourke			
(5) E-Mail: electronically transmitting the doc	Iment or written notice to the Party's e-mail	l address, if given below	v at line 53 or 54. If this is a
onsumer transaction where the property being ach consumer providing an e-mail address be	Jurchaseu or the sale proceeds are used	purnarily for personal,	lamily or nousehold purposes
electronic signatures in the transaction, as required by		tie use of electronic d	ocuments, e-mail delivery and
E-Mail address for Seller (optional): <a href="mailto:Bradevillagg">Bradevillagg</a>			
i-Mail address for Seller (optional); <u>Bradevilla</u> i-Mail address for Buyer (optional); <u>ask4jim@ao1</u>			
PERSONAL DELIVERY/ACTUAL RECEIPT   Person		named Ruyer or Calla	or constitutos paraenal deliver
	iai delivery to, or Actual neceipt by, any	named buyer or selle	a constitutes personal delivery
o, or Actual Receipt by, all Buyers or Sellers.			

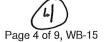






57 58	PROPERTY CONDITION REPRESENTATIONS   Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated	
59	and Real Estate Condition Report, if applicable, dated, which was/were received by Buyer prior to Buyer	
60 61	signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and	
62	INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).	
63 64	CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real	
65 66	estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.	1
67	CLOSING This transaction is to be closed no later thanOctober 24, 2016	)
68	at the place selected by Seller, unless otherwise agreed by the Parties in writing.	
69	CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,	
70	rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and NA	
71	- Tolkies propula modifico (il decamba), private dila manaspar orialigos, property orinote decodatati accessione, ratio and	
72	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.	
	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.  Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:	
75	The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as	
76	general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)	
77	NA Current assessment times current mill rate (current means as of the date of closing)	
78	NA Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if	
79	known, multiplied by current mill rate (current means as of the date of closing)	:)
80 81	X   PROPERTY IS A MUNICIPAL FACILITY-No Taxes were due in 2015. There will be no tax proration   CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially	_
82	different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling	
83	or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.	
84	NA 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	
85	the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill	
86	to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax	
87 00	bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real	
88 90	estate brokers in this transaction.	
89 90	OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all	
90 91	debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.	
	Occupancy shall be given subject to tenant's rights, if any.	
	LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)	
	and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any,	
95	are NA	
96	. Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.	
97 00	ESTOPPEL LETTERS: Seller shall deliver to Buyer no later than days before closing, estoppel letters dated within	
98 99	days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.	
	RENTAL WEATHERIZATION This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.	
	Code Ch. SPS 367). If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for compliance, including all	
02	costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at	
	closing.	
04	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	
05	closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: NA	
06	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.  ADDITIONAL PROVISIONS/CONTINGENCIES VILLAGE ATTORNEY APPROVAL: This offer is subject to approval by	/
	the Village Attorney and the Village has the right to terminate this offer "for any reason" given	
	by the attorney within 2 business days of acceptance of this offer.	
12	by the accorney within 2 Dasiness days of acceptance of this offer.	_
	CLOSING COSTS: Buyer will pay the Sellers usual closing costs including drafting the deed, title	/
	insurance and transfer fee up to a maximum of \$2,000.	
15	AND GRANDE COMPONENT OF THE POST OF THE PO	

	Property Address: Pump House #1, 535 Greene Av, Allouez, WI 54301 Page 3 of 9, WB-15
116	NA PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of:
117	
118	[insert proposed use and type and size of building, if applicable; e.g.
119	restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120	satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121	satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122	, , , , , , , , , , , , , , , , , , , ,
123	EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within days of acceptance, at
124	(Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125	restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126	delay or increase the costs of the proposed use or development identified at lines 116 to 118.
127 128	APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129	authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130	authority phot to the location of such portino, approvate and hocheos, for the following home foliated to buyone proposed desi-
131	or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132	the cost of Buver's proposed use, all within days of acceptance of this Offer.
133	ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within days of acceptance, at (Buyer's) (Seller's)
134	STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.
135	LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)
136	expense, a $\square$ rezoning; $\square$ conditional use permit; $\square$ license; $\square$ variance; $\underline{\square}$ building permit; $\underline{\square}$ occupancy permit; $\square$ other $\underline{\square}$
137	CHECK ALL THAT APPLY , for the Property for its proposed use described
138	at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139	significantly increase the cost of Buyer's proposed use, all within days of acceptance.
140	MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is
141	stricken) a survey (ALTA/ACSM Land Title Survey if survey type is not specified) dated subsequent to the <u>date of acceptance</u> of this Offer and prepared by a registered land surveyor, within days of
142 143	acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of acres,
144	
145	the Property, the location of improvements, if any, and:
146	the Property, the location of improvements, if any, and:  STRIKE AND COMPLETE AS APPLICABLE  Additional map features  which may be added include, but are not limited to: staking of all corners of the Property: identifying dedicated and apparent streets; lot
147	
148	dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 150	accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.  CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151	when setting the deadline.
152	This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153	delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154	materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155	that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156	void.
157	DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within
158	days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE
159	□ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
160	☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161	representations made prior to and in this Offer.
162	☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163	of all liens, other than liens to be released prior to or at closing.
164	☐ Rent roll.
165	☐ Other
166	
167	Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 169	assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170	notices.
171	All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172	disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173	and any reproductions) to Seller if this Offer is terminated.
174	■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within days of the earlier of
1/5	receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this



176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set 177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

### 178 **DEFINITIONS**

- 179 ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.
- 181 CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:
- 82 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 I. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
  201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
  202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.
- 216 <u>DEADLINES</u>: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
- 218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
- 219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
- 220 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
- 221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
- 222 midnight of that day.
- 223 DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
- 224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
- 225 the expected normal life of the premises.
- 226 (Definitions Continued on page 6)

roperty	Address:	Pump	House	#1,	535	Greene	Av,	Allouez	, WI	54301
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221	IF LINE 228 IS NOT MARKED OR IS MARKED IVA LINES 204-209 APPLY.	
228	NA FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written days of acceptance of this	É
229	[INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within days of acceptance of this	Ĭ
230	Offer. The financing selected shall be in an amount of not less than \$	
231	amortized over not less than years. Initial monthly payments of principal and interest shall not exceed \$ Monthly	
232	payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance	
233	premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount	
234	not to exceed % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall	
235	be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to	
236	maintain the term and amortization stated above.	
237	CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.	
238	☐ FIXED RATE FINANCING: The annual rate of interest shall not exceed %.	
239	☐ ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed %. The initial interest rate shall be	
240	fixed for months, at which time the interest rate may be increased not more than % per year. The maximum	
241	interest rate during the mortgage term shall not exceed %. Monthly payments of principal and interest may be adjusted to	
242	reflect interest changes	
243	If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286	
244		
245	NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that	
246	purpose.	
247	BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to	
248	provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that	
250	delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,	
251	after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall	
	accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.	
253	CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,	
	AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.	
	■ <u>SELLER TERMINATION RIGHTS</u> : If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.	
	■ <u>FINANCING UNAVAILABILITY</u> : If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an	
259	acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of	
260	lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days	
261	to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain	
262	in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer	
	authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.  IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's	
265	funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written	
266	verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage	
267	financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for	
268	purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this	,
269		
	NA APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense	Ľ
271	by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an	
272	appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless	
273	Buyer, within days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not	
274	equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.	
	CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide	
276	adequate time for performance.	1
	ADDITIONAL PROVISIONS/CONTINGENCIES INSPECTION CONTINGENCY CONTINUED: Buyer has the right to inspect	7
	the property during business as needed by the Buyer. The Buyer has the right terminate this offer	
	for any reason within 25 days of acceptance of the offer. Seller wishes to sell the property in	
	its "As Is" condition. Buyer is allowed to test for hazardous or toxic substances. BUYERS	
	AGENT: The Buyers Agent, Jim O'Rourke is a Wisconsin Licensed Agent and is related to the Buyer	
	Thomas M. O'Rourke.	
283		(
		9
285	offer and the Village can terminate this offer "for any reason" within 2 business days of	
286	acceptance.	



### DEFINITIONS CONTINUED FROM PAGE 4

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ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),

298 and state and federal guidelines, as applicable.

299 CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater 300 or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site 301 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or 302 other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be 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: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

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

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.

#### 318 **EARNEST MONEY**

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319 <u>HELD BY</u>: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an 322 attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

■ <u>DISBURSEMENT</u>: 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.

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 Safety and Professional Services regulations concerning earnest money. See Wis, Admin. Code Ch. REEB 18.



Property Address: Pump House #1, 535 Greene Av, Page 7 of 9, WB-15 TITLE EVIDENCE 340 ■ CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (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 Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and 346 347 348 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee. 349 WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use. ■ 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 353 354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender. ■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) (Buyer's) (STRIKE ONE) 357 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 360 closing (see lines 365-371). 361 ■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance \_ days after acceptance ("15" if left blank), showing title to the 362 commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_ Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which 363 364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate. 365 ■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 366 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver 367 reasonable time, but not exceeding \_ 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 368 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does 369 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable 371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer. 372 ■ SPECIAL ASSESSMENTS/OTHER EXPENSES: 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. CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis, Stat. § 66,0627 or other expenses are contemplated, "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, 376 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f). 378 379 x ENVIRONMENTAL EVALUATION CONTINGENCY: This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also 381 382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of 383 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer 385 had actual knowledge or written notice before signing the Offer. days of acceptance, 386 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site 387 388 Assessment report to which Buyer objects (Notice of Defects). CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement. 389 ■ RIGHT TO CURE: Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to 390 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating





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

Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the

work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written

Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written

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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 defaulting party to liability for damages or other legal remedies.

- 399 If Buyer defaults, Seller may:
- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.
- 402 If Seller defaults, Buyer may:
- 403 (1) sue for specific performance; or
- 404 (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.
- The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the 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.
- 409 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS
  410 DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE
  411 PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE
  412 SHOULD BE TAKEN AT CLOSING, AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.
- 413 ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
  414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
  415 to this Offer and their successors in interest.
- 416 PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
  417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
  418 verified by survey or other means.
- 419 CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's 420 decision to purchase.
- BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
- PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of 425 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property 427 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 428 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 429 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, 431 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the 433 Property.
- 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 <a href="http://www.widocoffenders.org">http://www.widocoffenders.org</a> or by telephone at 436 (608) 240-5830.
- [INSPECTIONS AND TESTING] Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties 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 to the Wisconsin Department of Natural Resources.

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	Property Address: Pump House #1, 535 Greene Av, Allouez , WI 54301	
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451		is further contingent upon
452	a qualified interportation of qualified interportation time party performing an interportation	
453	(not all) I topolity to me departately interested	
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455	and the state of t	dline specified at line 461.
	6 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.	
457		is well as any follow-up
458		and the Dominia had and and
459		which Buyer had actual
460	knowledge or written notice before signing the Offer.	days of assentance
461 462	CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection	days of acceptance,
463	<sup>2</sup> delivers to seller a copy of the hispection report(s) and a written hotice listing the belect(s) identified in <del> the</del> hispection <sup>3</sup> objects (Notice of Defects).	report(s) to writer buyer
	4 CAUTION: A proposed amendment is not <u>a Notice of De</u> fects and will not satisfy this notice requirement.	
465	5 RIGHT TO CURE: Seller <del>(shall</del> )(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.	If Seller has the right to
	cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the	
	7 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a	
	work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice	
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470	not cure or (b) Seller does not timely deliver the written notice of election to cure.	
	NA CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of B	uver's property located at
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	B Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Clo	
	Contingency and	
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476	[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF AL	L CONTINGENCIES, OR
477	PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within hours of Buyer's Actual Receipt of said	I notice, this Offer shall be
478	null and void.	
179	NA ADDENDA: The attached is	lare made part of this Offer.
100	This Officer and the Hard Brown and First American To Clinical Property Pro	
10U	I INS OHER WAS GRAHED BY ILICENSEE AND FIRM DAMES D. O'ROURKE, REALTOR, MARK D. OLEJNICZAK	Realty, Inc
	This Offer was drafted by [Licensee and Firm]	
181	on on	/2016
181		/2016
181 182	Buyer Entity Name (if any): on on 09/15,  Thomas M. O'Rourke and /or Assigns or Assignee	/2016
181 182 183	Buyer Entity Name (if any): on on on	13:33:44
181 182 183	Buyer Entity Name (if any): on on 09/15,  Thomas M. O'Rourke and /or Assigns or Assignee	/2016
181 182 183 184	Buyer Entity Name (if any): on on on on	13:33:44
181 182 183 184	Buyer Entity Name (if any): Thomas M. O'Rourke and /or Assigns or Assignee (X) Thomas M. ORourke and /or Assigns or Assignee Depth (X) Print Name/Title Here	/2016 13:33:44 Date A
181 182 183 184 185 186	Buyer Entity Name (if any):	13:33:44
181 182 183 184 185 186	Buyer Entity Name (if any):	/2016 13:33:44 Date A
481 482 483 484 485 486 487	Buyer Entity Name (if any):	/2016 13:33:44 Date A
481 482 483 484 485 486 487 488	Buyer Entity Name (if any):	/2016 13:33:44 Date A
481 482 483 484 485 486 487 488 488	Buyer Entity Name (if any): Thomas M. O'Rourke and /or Assigns or Assignee (X) Thomas M. ORourke	13:33:44  Date A  Date A  TER SURVIVE CLOSING
481 482 483 484 485 486 487 488 489 490	Buyer Entity Name (if any): Thomas M. O'Rourke and /or Assigns or Assignee (X) Thomas M. O'Rourke and /or Assigns or Assignee D9/15/2016 1  Buyer's/Authorized Signature Print Name/Title Here Buyer's/Authorized Signature Print Name/Title Here Buyer's/Authorized Signature Print Name/Title Here EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.  Broker (By)  SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFEAND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS	13:33:44  Date A  Date A  TER SURVIVE CLOSING
481 482 483 484 485 486 487 488 489 490 491	Buyer Entity Name (if any):	13:33:44  Date A  Date A  TER SURVIVE CLOSING
481 482 483 484 485 486 487 488 489 490 491	Buyer Entity Name (if any): Thomas M. O'Rourke and /or Assigns or Assignee (X) Thomas M. O'Rourke and /or Assigns or Assignee D9/15/2016 1  Buyer's/Authorized Signature Print Name/Title Here Buyer's/Authorized Signature Print Name/Title Here Buyer's/Authorized Signature Print Name/Title Here EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.  Broker (By)  SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFEAND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS	13:33:44  Date A  Date A  TER SURVIVE CLOSING
481 482 483 484 485 486 487 488 489 490 491 492	Buyer Entity Name (if any):  Thomas M. O'Rourke and /or Assigns or Assignee  (X) Thomas M. ORourke  Buyer's/Authorized Signature Print Name/Title Here  (X)	13:33:44  Date A  Date A  TER SURVIVE CLOSING
481 482 483 484 485 486 487 488 489 490 491 492	Buyer Entity Name (if any):  Thomas M. O'Rourke and /or Assigns or Assignee  (X) Thomas M. ORourke  Buyer's/Authorized Signature Print Name/Title Here  (X)	Date A  Date A  CER SURVIVE CLOSING AND CONDITIONS AS
481 482 483 484 485 486 487 488 489 490 491 492	Buyer Entity Name (if any):	13:33:44  Date A  Date A  TER SURVIVE CLOSING
481 482 483 484 485 486 487 488 489 490 491 492 93 94	Buyer Entity Name (if any):  Thomas M. O'Rourke and /or Assigns or Assignee  (X) Thomas M. ORourke  Buyer's/Authorized Signature Print Name/Title Here  (X)	Date A  Date A  CER SURVIVE CLOSING AND CONDITIONS AS
481 482 483 484 485 486 487 488 489 490 491 492 93 94	Buyer Entity Name (if any):  Thomas M. O'Rourke and /or Assigns or Assignee  (X) Thomas M. ORourke  Buyer's/Authorized Signature Print Name/Title Here  (X)	Date A  Date A  Date A  Date A
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481 482 483 484 485 486 487 488 489 490 491 492 93 94 95 96	Buyer Entity Name (if any):	Date A  Date A  Date A  Date A  Date A
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481 482 483 484 485 486 487 488 489 990 991 992 993 994 995	Buyer Entity Name (if any):	Date A  Date A  Date A  Date A  Date A  Date A
481 482 483 484 485 486 487 488 489 490 491 992 93 994 995 996 997	Buyer Entity Name (if any):  Thomas M. O'Rourke and /or Assigns or Assignee  (X) Thomas M. O'Rourke  Buyer's/Authorized Signature Print Name/Title Here  (X)  Buyer's/Authorized Signature Print Name/Title Here  EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.  Broker (By)  SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFAND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.  Seller Entity Name (if any):  The Village of Allouez  (X)  Seller's/Authorized Signature Print Name/Title Here This Offer was presented to Seller by [Licensee and Firm]  on  at  on  at  on  at	Date A  Date A  Date A  Date A  Date A  Date A
481 482 483 484 485 486 487 488 489 490 491 992 93 994 995 996 997	Buyer Entity Name (if any):	Date A  Date A  Date A  Date A  Date A  Date A

4801 Forest Run Road, Madison, WI 53704

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# Mark D Olejniczak Realty Inc Effective July 1, 2016 Page 1 of 2

## **DISCLOSURE TO CUSTOMERS**

Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the 2 following disclosure statement:

3 DISCLOSURE TO CUSTOMERS You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent 4 of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A 5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is 6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the 7 customer, the following duties:

8 (a) The duty to provide brokerage services to you fairly and honestly.

9 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.

10 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law. 11

12 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the 13 information is prohibited by law (see lines 57-66).

The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your 15 confidential information or the confidential information of other parties (see lines 24-40).

16 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.

17 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services, 19 20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home 21 inspector.

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-23 language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

24 CONFIDENTIALITY NOTICE TO CUSTOMERS The Firm and its Agents will keep confidential any information given to the 25 Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person 26 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to 27 disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the 28 Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

1. Material Adverse Facts, as defined in Wis. Stat. 8 452 01(5d) (see lines 57-66)

31 32	<ul> <li>1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (stat.)</li> <li>2. Any facts known by the Firm or its Agents that contradict report on the property or real estate that is the subject of the transmitted to the transmitted of t</li></ul>	et any information included in a written inspection saction.
34	34 list that information below (see lines 36-40). At a later time, you r	
	35 Information you consider to be confidential.	
	36 CONFIDENTIAL INFORMATION:	
37	37 NON-CONFIDENTIAL INFORMATION (the following information may be seen to be seen the following information may be seen to be seen t	
		be disclosed by the Firm and its Agents):
	39	
	40 (Insert information you authorize to be	
41	41 By signing and dating below I /we acknowledge receipt of a copy of	of this disclosure and that
42	42 Jim O'Rourke and Ma	rk D. Olejniczak Realty are
43	Agent's Name ▲ 44 working as: (Owner's/Listing Broker's Agent) (Buyer's/Tenant's Agent)	Firm's Name 🛦
44	44 working as: (Owner's/Listing Broker's Agenty (Buyer's/Tenant's Ag	ent or Buyer's Broker's Agent) STRIKE ONE
	45 THIS IS A DISCLOSURE AND NOT A CONTRACT. Wisconsin la	
	46 signed acknowledgment that the customer has received a copy	
	47 will provide brokerage services related to real estate primar	
	48 containing one to four dwelling units. SIGNING THIS FORM TO	
	49 ANY CONTRACTUAL OBLIGATIONS BY EITHER THE CUSTOMER 50 See the reverse side for definitions and sex offender registry informations.	
		mation.
	51	por Signaturo A
53	53 Customer's Name: VILLAGE OF ALLOUEZ Custon	ner's Name:

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Property Tax Record VILLAGE OF ALLOUEZ Brown County, Wisconsin Parcel Number: AL-1038

Information is as current as the postings of Thursday, September 15, 2016 at 1:05:31 AM. Note: Documents received prior to this date may be on hold or pending entry into the land records system.

## Return to Search Results

# **Print Tips**

		<u>1 11110 1190</u>						
Property Information	on	Current Unofficial Valuation						
Parcel Number	AL-1038	Land Use Classification	Acres	Land	Improvements	Total		
Owner Name	ALLOUEZ VILLAGE OF WELL 1	E4 - EXEMPT - MUNICIPALITY	0.496	0.00	0.00	0.00		
Property Address	535 GREENE AV	All Classes	0.496	0.00	0.00	0.00		
Municipality	AL - VILLAGE OF ALLOUEZ							
School District	2289 - GREEN BAY SCH DIST	Legal Acres	0.496					
Sanitary District	None							
Special District(s)	None	Values are not official until new	tax bill	s are is	ssued in Decem	ber.		
		Note: For a specific tax year valuation, s	select tax	year fro	m tax records availa	able		
		Note: Land Use Class is not a Zoning Classification, you will need to contact t	assificatio	on. If you	are looking for Zon	ing		
		Note: Legal Acres, as listed in the Prope	rty's Lega	al Descri	ption, may differ sli	ghtly		
		from the Total Acres, or the sum of the a	creage fo	r all land	l classifications.			
Mailing Address Inf	ormation	Reference Document	Available Maps					
VILLAGE OF ALLO	DUEZ	View GIS Map						
1900 LIBAL ST				Other M	lana			
GREEN BAY WI 54301-2453				Juner IVI	iaps j			
Tax Records Availab	ole	Tax Legal Description						
Tax Yea	ar	21,613 SQ FT		,				
		GREENE & VROMAN'S SUBD #1 E 100 FT OF S 188 FT OF LOT 23 & WLY 15 FT OF S 188 FT OF LOT 22						
No tax d	ata available							
		Note: May not be a full legal description						
		View Comments/History						

# Pump House #1, Allouez WI 535 Greene Av, Allouez /Green Bay WI 54301 (#AL-1038)







Map provided by the Brown County Planning & Land Services Department - Land Information Office (LIO) A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us

This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

09/15/2016 Scale 1:480